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FOURTH BIENNIAL REPORT
OF THE
BOARD OF CAPITOL MANAGERS
TO THE
GENERAL ASSEMBLY
OF THE
STATE OF COLORADO.

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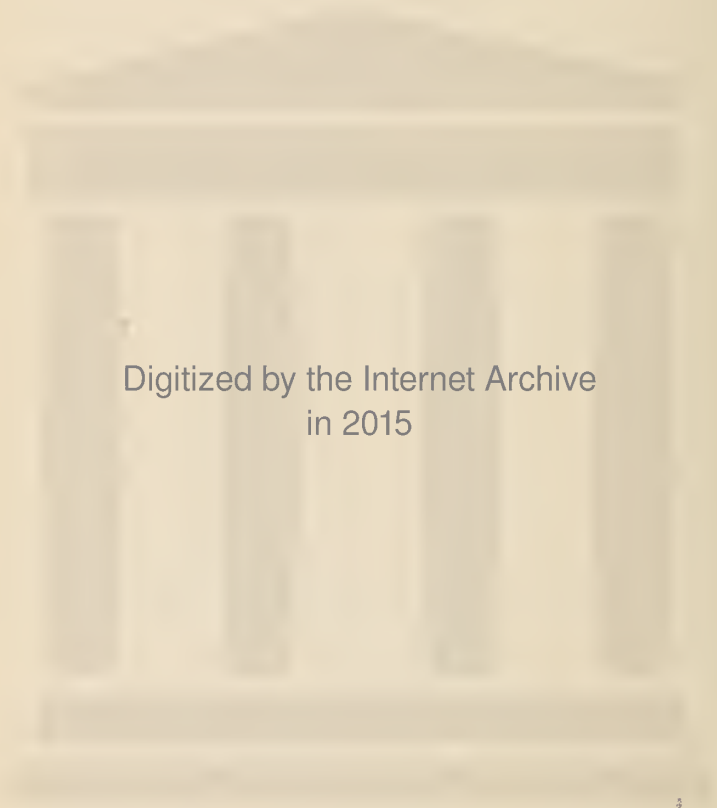


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December 1, 1890.

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1890.



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STATE OF COLORADO,
OFFICE OF THE BOARD OF CAPITOL MANAGERS, }
DENVER, December 1, 1890.

To His Excellency,

JOB A. COOPER,

Governor of the State of Colorado:

SIR:

We have the honor to submit for your consideration the Fourth Biennial Report of the transactions of the Board of Capitol Managers, with the request to lay the same before the next General Assembly.

Respectfully,

JOHN L. ROUTT,
OTTO MEARS,
BENJAMIN F. CROWELL,
CHARLES J. HUGHES, JR.

BOARD OF CAPITOL MANAGERS.

JOB A. COOPER, *Governor and ex officio Chairman.*
JOHN L. ROUTH, OTTO MEARS,
BENJAMIN F. CROWELL, CHARLES J. HUGHES, JR.

HERMAN LUEDERS.....*Secretary.*
PETER GUMRY.....*Superintendent.*
THOMAS MULLEN..... *Asst. Superintendent.*

GEDDIS & SEERIE,
Contractors for Stone and Brick Work.

THE LANE BRIDGE AND IRON WORKS,
Contractors for Rolled Floor-beams and Compound Girders.

THE COLORADO IRON WORKS,
Contractors for Cast Iron Columns.

REPORT
OF THE
BOARD OF CAPITOL MANAGERS
OF THE
STATE OF COLORADO.

DENVER, COLO., Dec. 1, 1890.

To the General Assembly of the State of Colorado :

We have the honor to respectfully present the following report of our transactions for the years A. D. 1889 and 1890, in accordance with the provisions of an Act of the General Assembly of the State of Colorado, entitled "An Act to provide for the erection and completion of a State Capitol building, at the City of Denver, and creating a Board of Management and Supervision," approved April 1, 1889.

The Board met December 5, 1888, consisting of the following members :

Governor Alva Adams, <i>Chairman</i> ,	
Dennis Sullivan,	E. S. Nettleton,
John L. Routt,	Alfred Butters,
M. Spangler,	Geo. W. Kassler,
with Donald W. Campbell, <i>Secretary</i> .	

On February 13, 1889, Mr. Kassler tendered his resignation as a member of the Board, which was accepted.

The Seventh General Assembly, by an act approved April 1, 1889, repealed the act of Februray 11, 1883, under which the Board had been created, and created a new Board, consisting of four members, to be appointed by the Governor, by and with the advice of the Senate, which went into effect from and after its passage.

The new Board consisted of—

Governor Job A. Cooper, *Chairman*,

John L. Routt,

Benjamin F. Crowell,

Otto Mears,

Charles J. Hughes, Jr.,

with Donald W. Campbell as Secretary.

They held their first meeting April 5, 1889. Peter Gumry, Superintendent, Thomas Mullen, Assistant Superintendent, and Secretary Campbell were re-employed.

August 21, 1889, Secretary Campbell tendered his resignation, and Mr. Herman Lueders was elected in his place, who entered upon his duties September 4, 1889.

The following is a synopsis of the business performed by the Board.

DISPOSAL OF LANDS.

The real estate donated to the State to aid in the erection of a Capitol building, and under control of the Board, on December 1, 1888, consisted of Block 81, Brown, Smith and Porter's Addition to the City of Denver.

This parcel was offered for sale, for thirty days, in the three Denver dailies, in the following advertisement:

STATE OF COLORADO,
OFFICE OF THE BOARD OF CAPITOL MANAGERS, }
DENVER, January 10, 1890. }

Sealed proposals are invited by the Board of Capitol Managers up to 12 M., February 10, 1890, for the purchase, in full or part, of the fol-

lowing described property, donated by the citizens of Denver for the erection of a State Capitol building, to-wit :

Lots 1 to 24, inclusive, in block 81, Brown, Smith & Porter's Addition to the City of Denver.

The Board reserves the right to reject any and all propositions.

By order of the Board.

HERMAN LUEDERS, *Secretary*.

No bids having been received, the Board, on March 5, 1890, resolved to re-advertise the property as above, for thirty days longer in the three Denver dailies, and to add the following :

All bidders to furnish a certified check, payable to the order of the Board, equal in amount to 5 per cent. of the bid submitted.

Terms of payment : cash 10 per cent.; two months, 10 per cent.; three months, 20 per cent.; four months, 20 per cent.; five months, 20 per cent.; six months, 20 per cent. Deed to be delivered when total amount is paid.

In the event of the failure of any purchaser making prompt payment, amount paid to be forfeited by the Board to the State.

On April 9, the Secretary reported that five bids had been received, which were as follows :

No. 1. Geo. Wheeler—Lots 1-24.....	\$18,000
No. 2. W. Stapleton — { Lots 10, 11 and 12.....	3,000
{ or lots 13, 14 and 15.....	3,000
No. 3. S. Leavick—Lots 1-24.....	24,160
No. 4. S. A. Josephi—Lots 1-24.....	32,000
No. 5. W. W. Dale—Lots 1-24.....	30,120

and of which Mr. Josephi's, being the highest bid, was accepted by the Board.

CHANGE OF MATERIAL FROM SANDSTONE TO GRANITE.

The Board of Capitol Managers, having been empowered and authorized by the Seventh General Assembly to make such changes in the use of the material as they might deem for the best interest of the State, concluded to erect the building of granite instead of sandstone, as first intended,

and for this purpose instructed the Secretary, on April 6, 1889, to advertise in the Gunnison, Clear Creek and Chaffee county newspapers, and the three Denver dailies, requesting owners of granite quarries to notify the Board as to the location, extent and facilities for shipping from their quarries, and to furnish all other information which it was their interest to give.

On April 26, the Secretary reported that he had received notices from the following quarries : Monarch, near Monarch station, Chaffee county ; Zugelder, Beaver Creek, Gunnison county ; Western Granite, Malvern, Chaffee county ; Buckhorn-Berry quarry, Arkins station, U. P. ; Ross & Dewese quarry, Platte Canon, U. P. ; Hamill quarry, Brownville ; Poirson quarry, Silver Plume ; Government Land, Platte Canon, U. P. ; Long's Canon quarry, Las Animas county.

On May 7, the Board adopted the following resolution :

"That the contract of the Board with Geddis & Seerie, to supply the stone and stone-work, and brick and brick-work on the superstructure of the Capitol building, be referred to the Attorney General, with a request for his written opinion as to whether, under the terms of the contract, it is competent for the Board to change the material from Gunnison sandstone to granite, arranging with the present contractors, by private agreement, for the difference in price of the material, or whether, in his opinion, it is necessary for the Board to advertise for bids for the supply and construction of the granite-work. The Attorney General being authorized to employ such competent assistance as he may require, at reasonable compensation."

The Attorney General, May 13, 1889, replied as follows :

ATTORNEY GENERAL'S OFFICE, }
DENVER, COLORADO, May 13, 1889. }

To the Honorable, the Board of Capitol Managers:

GENTLEMEN:—On the 8th inst. I received from the Clerk of your Board a resolution, of which the following is a copy:

"*Resolved*, That the contract of the Board of Capitol Managers with Messrs. Geddis & Seerie, to supply the stone and stone-work, and brick and brick-work on the superstructure of the Capitol building, be referred to the Attorney General, with a request for his written opinion as to whether, under the terms of the contract, it is competent for the Board

to change the material from Gunnison sandstone to granite, arranging with the present contractors, by private agreement, for the difference in price of the material, or whether, in his opinion, it is necessary for the Board to advertise for bids for the supply of the granite work.

"The Attorney General being authorized to employ such competent assistance as he may require, at reasonable compensation."

I have employed Mr. H. Riddell as assistant counsel in such matters as may be referred to me by the Board. Your Board, being created by special statute, is required to proceed, and has a right to proceed, in such manner as by law directed. It is at once the measure of your power and procedure, and it is only necessary that the Board should advertise for bids in such cases as the law directs. It is likewise the duty of the Board to erect the Capitol out of such material as the law directs. Hence, since the enactment of the law of April 6, 1889, the Board must erect the building out of granite.

Your reports to the Legislature having shown the existence of the contract with Geddis & Seerie, dated 5th June, 1888, the Legislature were called upon, not only to empower and direct the change of material out of which the Capitol should be built, but also to dispose of the question of existing contracts. Having these objects in view, by Section 2 of Act of April 6, 1889, it is provided that "the Board of Capitol Managers are authorized to make such changes in existing contracts as may be required by the proposed change of material, and to make such other and additional contracts as may be necessary to complete said building." Here is an express recognition of existing contracts, together with full power in the Board to adopt the same to the changed material. To advertise for bids because of the change of material would not only not be the natural and proper way to modify such contracts, but might even result in the vacation of them, when it was the clear intent to recognize them as valid and subsisting.

Possibly, too, it might have been the judgment of the Legislature that they could not set aside these contracts without violating, not only the written laws of the land, but likewise to do violence to every moral obligation to which States are peculiarly subjected in dealing with private citizens.

It is true that Section 6 of the Act approved April 1, 1889, provides that "all letting of the work exceeding in amount the sum of five hundred dollars shall be advertised in two daily newspapers of general circulation, for not less than ten days," but, following a familiar principle that all statutes regarding the same subject shall be so construed as to enable every part to be operative, Section 6 may be very easily construed to provide for the advertisement for "all such other and additional contracts as may be necessary to complete said building." Certainly the general language of Section 6 of the Act of April 1, 1889, should not prevail against the express and particular language of Section 2 of the Act of

April 6, 1889. The dates of these respective acts also aid this construction. Besides, the only provision in the Geddis & Seerie contract regarding the quality of the stone, is the provision that it shall be from the Gunnison quarry, and this section provides that the quarry may be changed if not found satisfactory. While this provision was doubtless framed having in view a change to another quarry of the same general class, yet its language is broad enough to allow a change to any other quarry. This contract does not provide that the Board shall pay any additional costs incurred by a change of quarry, but it should be so construed as to allow the contractors additional expenses.

We are, therefore, of the opinion that it is in the power of the Board to arrange by private agreement for a change of the material from Gunnison sandstone to granite without advertising for bids.

We desire to suggest that should the Board effect a change of their contract with Geddis & Seerie in so material a matter as the change from sandstone to granite, they should require from them a new bond for the fulfillment of the contract, because, while the present contract provides that the Board may make "such alterations, omissions or additions, or either, as in the opinion of the party of the first part may be proper, either in work or material," and that such change should not release the sureties on the bond, we are of opinion that such "alterations, omissions or additions" do not, in this particular, refer to such radical changes as the one contemplated.

We are likewise of the opinion that it is competent for the Board, both under the contract and by virtue of the law, to cancel and re-let this entire contract if they should deem best, a legislative direction to change the material to this extent being "good cause," within the meaning of the contract and of the law.

Very respectfully,

S. W. JONES, *Attorney General*.

H. RIDDELL, *of Counsel*.

Messrs. Mears, Routt and Hughes, having been appointed a Committee to make a primary inspection of all the quarries of which the Board had information, reported May 6th that they had visited all quarries of which they had notice, and advised that the following quarries be visited by the full Board, viz.:

The Hamill quarry, the Western Granite quarry, the Gunnison quarry. These were subsequently inspected by the entire Board.

The contractors, Geddis & Seerie, having been requested to state at what price and within what time they could com-

plete the walls of the building with the Gunnison and the Hamill quarry granite, the owners of these quarries were asked to inform the Board as to the cost of the stone and the time required to deliver the total quantity.

The Attorney-General was requested to report as to the rights and duties of the Board in the matter of selecting granite to build the superstructure of the Capitol, in view of Section 1 of the Act of the General Assembly, approved April 6, 1889, entitled "An Act relating to the construction of the State Capitol building, and appropriating funds therefor."

On May 29, Geddis & Seerie presented the following letter :

To the Honorable Board of Capitol Managers:

GENTLEMEN:—As requested, we herewith submit the following proposition :

Using Gunnison granite in place of sandstone, work rubbed in, present contract to be what is known as six-cut work in granite, we will agree to complete the building in two years from next July, if above-named stone is used, at an additional cost of \$492,194.85. If what is known as the Brownsville quarry is used, we will agree to complete the same three years from next July, at an additional cost of \$584,000.

Respectfully submitted,

GEDDIS & SEERIE.

The Attorney-General presented the following report :

DENVER, COLORADO, May 29, 1889.

The Honorable Board of Capitol Managers:

GENTLEMEN:—You submit to us a question involving the construction of Section 1 of the Act approved April 6, 1889, entitled "An Act relating to the construction of the State Capitol building, and appropriating funds therefor," and particularly this language in the Section, "Granite of equal quality, texture and crushing strength of the present base course of the said Capitol building."

The necessity for the construction of this language implies that possibly the Board may find it advisable to erect the Capitol out of stone from another quarry than the one from which the stone in the base course was taken. We answer the inquiry with reference to this possible action.

In our judgment, "the quality, texture and crushing strength" are designed merely to indicate and limit the *general* quality of the stone, and are not intended to have reference to any *particular* quality of the stone in the base course, nor does the word "equal" have reference to any mathematical precision. It means no more than if the word "like" were written in its place. Nor can it be supposed that the Legislature, in passing this Act, had before it any very close or scientific estimate of the exact qualities specified, but rather that they had in view the *general* qualities of the stone mentioned. It is permissible and demanded that legislatures, as well as courts and juries, shall use their common experience regarding the nature of any subject about which they are treating, and the Legislature must, therefore, have known that it is next to impossible to obtain granite of the identical qualities of the present base course without obtaining the stone from the same quarry as the one from which the base course was taken; and they must also have known that even in the same quarry the qualities of the stone may vary in different parts thereof, as being nearer the surface, more subject to the action of water, air and other modifying elements. Had it been intended that stone from identically the same quarry should be used, a more appropriate way to indicate such an intent would have been to specify, by name or location or other appropriate description, the exact quarry from which the stone must be taken, and not to have used a periphrasis to have accomplished the result of identifying the exact stone. The limitation of amount devoted to the purpose of erecting the building is also an indication that the Board has some discretion as to the exact stone out of which the Capitol shall be built. Because, no contract or definite arrangement having been made as to the cost of securing any special stone might entail such additional expenses, more than was contemplated, as would practically render the limit of cost in legislation thereabouts nugatory. We are, therefore, decidedly of the opinion that by this language the Legislature meant no more than that the granite should be of such efficient qualities as to answer the purpose for which it was intended, and that it should be of the general efficiency and quality of the present base course. It might very well happen that the granite might be slightly inferior in any one of the specific qualities mentioned, and superior in the other qualities mentioned, so that the general quality of the new granite would be superior to the granite of the base course, and amply sufficient for all purposes intended. So that, in our view, the Legislature meant no more by the language used than that quality out of which the building should be erected should be of good quality, and similar to the general qualities of the present base course. The Board will do its duty if, having in view the best interests of the State, economically and otherwise, it erects the Capitol out of granite of the general properties of the present base course, though such granite may differ from the base

course, and in some particulars be even inferior ; provided the general properties are amply sufficient for the purpose.

Very respectfully,

S. W. JONES, *Attorney General.*

H. RIDDELL, *of Counsel.*

Mr. E. S. Nettleton, Civil Engineer, at the request of the Board, made tests for specific gravity and crushing strain on specimens of Silver Plume (Hamill quarry) and Zugelder (Gunnison County quarry) granite, showing the following results :

MARK.	Number.	Weight per cubic foot.	Specific gravity.	Size of specimen.	Total crushing strength, pounds.	Crushing strain per square inch.	REMARKS.
Silver Plume	1	168.4	2.699	$2\frac{1}{2} \times 2$	36,250	8,920.9	This specimen did not have a fair test and should not be considered.
Silver Plume	2	168.4	2.699	$1\frac{6}{8} \times 2$	52,250	13,165.4	Broke suddenly in small pieces
Silver Plume	4	168.4	2.699	$2\frac{1}{4} \times 2$	48,000	11,907.0	Broke suddenly in small pieces
Gunnison,...	1	169.7	2.719	$1\frac{1}{2} \times 1\frac{3}{4}$	55,000	13,973.0	Broke suddenly in small pieces
Gunnison,...	2	169.7	2.719	$2\frac{1}{4} \times 2$	52,000	12,899.3	Broke suddenly in small pieces
Gunnison,...	3	169.7	2.719	$2.0 \times 1\frac{3}{4}$	59,750	15,179.4	Broke suddenly in small pieces

June 14, 1889, the Board resolved, that for the purpose of ascertaining the additional sum which should be charged by Geddis & Seerie, contractors, to the existing contract price, for changing from sandstone to granite, in the construction of the superstructure of the Colorado State Capitol building, three arbitrators be appointed as follows:

One by nomination of the Board of Capitol Managers, one by the contractors, Geddis & Seerie, and the third to be the Superintendent, Peter Gumry, who should determine, between the Board and contractors, what should be a fair and reasonable price to be paid said contractors, by the Board, for the substitution of granite, selected by the Board, for sandstone, as provided by the existing contract with Geddis & Seerie.

The arbitrators were to be furnished with all data in possession of the Superintendent and the contractors, and were to make careful examination of cost of cutting, prices of material, and every other matter necessary to a fair and equitable adjustment between the Board and the contractors, having in view the existing contract.

Upon the signature and acceptance, by Geddis & Seerie, of a certified copy of this resolution, the arbitrators were to have authority to report said adjustment, and they were instructed to make report of their action Thursday, June 20, 1889.

Mr. Frank E. Edbrooke, of Denver, was selected arbitrator on behalf of the Board of Capitol Managers, and Mr. William Martin on behalf of the contractors.

June 20, the Board received the award of the arbitration committee, which was as follows:

DENVER, June 19, 1890.

To the Honorable Board of Capitol Managers:

The report of your committee to examine and ascertain the cost of granite in place of sandstone for the erection of the Colorado State Capitol building, according to plans and specifications, is as follows:

1. Such cost has been based upon standard prices for such and similar work, in our best judgment.

2. The value of granite delivered on Capitol grounds, in such dimensions as required by the plans, has been calculated at a cost of one dollar per cubic foot.

Total cost of cut sandstone, as per present contract.....	\$388,456.00
Total cost of granite, in place of sandstone.....	859,852.75
Extra cost of granite.....	471,396.75

Respectfully submitted,

F. E. EDBROOKE,
P. GUMRY,
WM. MARTIN.

The report presented to the Board and to Geddis & Seerie was approved and adopted as the basis upon which the contract was modified for the completion of the building, and a modified contract prepared accordingly.

June 26, the following resolution was unanimously adopted:

WHEREAS, After full and careful examination of the various granite quarries in the State of Colorado, having in view the quality and beauty of the stone, the cost of the same and the time in which it can be procured, and it having been ascertained that the quality is sufficient, the cost much less, and the time within which it can be procured much shorter in the case of the granite from what is known as the Zugelder Granite quarry, on Beaver Creek, about ten miles, by railroad, from the town of Gunnison, Gunnison county, Colorado;

Resolved, That the Zugelder-quarry granite be and is hereby selected as the granite to be used in the construction of the superstructure of the Colorado State Capitol building.

The contract with Geddis & Seerie for the construction of the building, in pursuance of the provisions of the contract and the Act of the Legislature, was modified by substituting Gunnison granite in lieu of sandstone, at an increased price of \$471,396.75 in excess of the sum of \$700,000, which was to be paid to them under the original contract for a sandstone superstructure, thereby making the total compensation one million one hundred and seventy-one thousand three hundred and ninety-six dollars and seventy-five cents for all stone and stone-work, and brick and brick-work in the building, according to the plans and specifications.

After the contract had been signed and the bond accepted, a large force was immediately put to work upon the quarry, and when the Board visited the place, on May 14, 1890, for a thorough inspection, it was found that the supply was almost inexhaustible.

SIX-CUT WORK ADOPTED TO FINISH BASEMENT STORY.

On August 21, 1889, the Board adopted a resolution to finish the face of the basement story with what is known as six-cut, patent axe-work, instead of rock-face work, as provided for in the plans as then approved, and directed the

Superintendent to report to the Board, as soon as practicable, the cost of making such change, according to the prices agreed upon by the Committee of Experts appointed for that purpose, viz.: Messrs. Edbrooke, Martin and Gumry.

This Committee reported as follows :

DENVER, COLO., October 1, 1889.

To the Honorable Board of Capitol Managers:

GENTLEMEN:—We, the undersigned Committee, submit the following report of the difference in cost of cutting between rock-face work and six-cut, with square rustic, for the basement story of the Capitol building; rock-face for the steps not included.

By a careful examination we find it to be an additional cost of \$24,800.

Respectfully, your Committee,

F. E. EDBROOKE,
WM. MARTIN,
P. GUMRY.

The reasons for the change in the cutting of the granite was that it would have been a difficult matter to get a suitable rock which would quarry so free as to make the proper kind of face; the material being of such large dimensions also, that rock-face was not the proper finish for the architectural style of the building.

The Board, having adopted the report of the Committee, instructed the contractors to change the work from rock-face to six-cut.

PROGRESS OF THE WORK.

STATEMENT OF PROGRESS IN THE ERECTION OF THE COLORADO STATE
CAPITOL BUILDING FROM DECEMBER 1, 1888, TO NOVEMBER 30, 1890.

The north half of the exterior walls has been built to a height of 49' 4'' from grade line. The south half, 34' 8'' from grade line. All interior walls, the same height as the exterior, except the dome wall, which has been built to a height of 133' 9''.

The amount of material of various kinds used in the principal parts of the construction is as follows :

58,507 cubic feet dome masonry.

142,985 cubic feet in basement story.

118,803 cubic feet cut-stone, granite.

1,000 pieces beams and girder bearings.

5,482,114 brick, laid in walls.

630,753 pounds of steel beams and girders.

126,355 pounds cast-iron columns.

65,600 pounds cast-iron conductor and soil pipes.

2,208 pounds cast-iron ventilators.

CAPITOL BUILDING GROUNDS.

By an Act of the Seventh General Assembly, the Board was authorized to lay out, ornament and beautify the grounds of the Capitol building, and the sum of twenty thousand dollars, or so much thereof as might be necessary, was appropriated out of the Capitol-building fund for the purpose of defraying the expenses of the requirements of the Act.

The Board, considering that the necessity for permanent improvements of the grounds was not so great as to call for undue haste, the building being far from completion, has done very little in this matter.

The space adjoining the west front of the building must be used for some time for the purpose of storing material and for other purposes in connection with the erection of the building. It is, therefore, impossible to estimate, at present, how much the embankment will have to be cut down, and the Board does not feel justified, for these and other reasons, in deciding upon a permanent plan.

A topographical plat of the grounds was made about a year ago and parties were invited, by advertisement for sixty days in the three Denver dailies, to furnish drawings

and specifications for laying out, ornamenting and beautifying the grounds, for which the Board offered a compensation of \$400 for the first choice and \$100 for the second.

It is to be regretted that only one party responded to the advertisement, namely: Greiner & Schuetze, who furnished four plans. The Board paid the premium, but has not adopted any plan.

The Board also purchased 20,235 cubic yards of dirt for filling.

E. E. MYERS,

LATE ARCHITECT OF THE CAPITOL BUILDING.

February 6, 1889, the Board was notified of the assignment of the account of E. E. Myers, dated December 31, 1888.

On May 20, 1889, the chairman notified the Board that he had been served with two garnishee notices.

1. In the suit of the First National Bank of Springfield, Ill., *vs.* E. E. Myers, and in the suit of the Denver National Bank *vs.* E. E. Myers.

The Board having submitted to the Attorney-General an inquiry whether they had authority, under the law, to discharge E. E. Myers as supervising architect of the State Capitol, under date of June 6 received the following reply:

Section 4 of the Act approved April 1, 1885, under which said Myers was employed, provides that the "Board of Managers shall have full power to appoint or employ, and discharge at their discretion, an architect and a superintendent, whose duties shall be prescribed by the Board, and such other artisans, or laborers, that may be required under the prosecution of the work, and allow such compensation for such services as they shall deem just and reasonable."

By contract, dated April 2, 1886, it is provided that "this contract is made in pursuance of and under the provisions of a public law of the State of Colorado, which is hereby made the paramount agreement or contract in this matter, and made the controlling part of this agreement, wherein, in any respect, there might be any conflict or omission in this

agreement." It is further provided by the contract that the Board of Capitol Managers "reserves the right, for good cause shown, to discharge the party of the second part and annul this contract," and providing the amount of compensation which shall be paid. Independent of the consideration whether this Board, as public functionaries, could, by contract, divest themselves of the power to discharge any employe under the provisions of Section 4, both the contract and the law have given to the Board ample power to discharge Myers. "The good cause" mentioned in the contract, is, in our judgment, identical with the "discretion" mentioned under the law, and means no more, in either case, than that the Board shall do for the State, under the discharge of their duties, what to them appears for the best interests of the State.

What compensation Myers shall be entitled to, under the various laws and the contract relating to the matter, is a separate question from your right to discharge him. We advise that you have the right to discharge him. Section 4, approved April 1, 1889, also empowers you to remove an employe.

S. W. JONES, *Attorney General*.

H. RIDDELL, *of Counsel*.

On June 3, 1889, the Board resolved that the services of E. E. Myers, Architect, were no longer required, and he was discharged, due notice being given him of this action of the Board.

On September 9, 1889, Mr. George W. Radford, of Detroit, Michigan, appeared before the Board, as attorney for E. E. Myers, late Architect, with a view of his client's reinstatement and a settlement of his claim. No action was taken, but the suggestion was offered that Mr. Radford submit a proposition, regarding E. E. Myers' claim, as a basis for the Board to act upon, which he agreed to do after conferring with his client.

The proposition submitted was, that should E. E. Myers be reinstated as Supervising Architect, he would make such changes in the plans as the Board might suggest and adopt such changes as had been made since the original plans were accepted, and superintend the building to completion for $2\frac{1}{2}$ per cent. upon the first million dollars, according to his original contract, on account of which he had been paid \$13,362.37; further, 1 per cent. upon the additional cost of

the building above one million dollars, when completed, and his traveling expenses. If he was not reinstated, then his existing contract was to remain unchanged.

The Board refused the application of E. E. Myers for reinstatement as Supervising Architect of the building, and on November 6 instructed the Secretary to notify his attorney of their action.

CAST IRON COLUMNS.

On April 23, 1889, the Board published in the Denver Republican, Denver Times, Rocky Mountain News, Western Architect, Inland Architect, Chicago; and Engineering News, New York City, the following advertisement:

COLORADO STATE CAPITOL.

PROPOSALS FOR CAST-IRON COLUMNS FOR COLORADO STATE CAPITOL BUILDING.

Sealed proposals for furnishing 122 cast-iron columns, complete in place, will be received by the Secretary of the Board of Capitol Managers until 1 P. M., mountain time, on Monday, July 1, 1889, and then opened by the Board.

The columns are to be put in place in the building as required, and properly set according to the plans and specifications, which are to be seen in the office of the Superintendent, Peter Gumry, at the Capitol grounds, Denver, Colo. These columns will weigh, when complete, with bases, capitals, lugs, etc., about 210 tons, more or less, but bidders must make their own calculation.

All proposals must be accompanied by a small sample casting, showing the quality of material and workmanship that the bidder proposes to furnish, and with certified check, on a responsible bank, for the sum of \$1,000 as a guaranty that the bidder will enter into contract to furnish and erect the columns at the prices bid, if the contract be awarded to him.

Proposals to be indorsed, "Proposals for Cast-Iron Columns," and addressed to the Secretary of the Board of Capitol Managers, P. O.

Box 2291, Denver, Colo., or delivered at the office of the Board, 44 Barclay block, 1755 Larimer street.

By order of the Board.

DONALD W. CAMPBELL, *Secretary*.

DENVER, Colorado, May 4, 1889.

The bids received were opened on July 2, and were as follows:

Colorado Iron Works, Denver	\$15,900
Paxton & Vierling Architectural Iron Works, Omaha...	20,460
W. J. Godfrey & Co., Denver.....	13,450
Geddis & Seerie, Denver.....	15,500
Lane Bridge and Iron Works, Chicago.....	13,888

W. J. Godfrey & Co., being the lowest bidders, were awarded the contract, but were unable to supply the Superintendent as fast as the material was needed.

Owing to the inability of the contractors to furnish the columns, the contract has been assigned to the Colorado Iron Works, with the consent of W. J. Godfrey & Co., their bondsmen, and the Board.

ROLLED BEAMS AND COMPOUND GIRDERS.

On June 1, 1889, at a meeting of the Board, bids were received for rolled floor-beams and compound girders, as per advertisement inserted in the Denver Times, Denver Republican, Rocky Mountain News, the Western Architect, Denver; the Inland Architect, Chicago; and the Engineering News of New York, of which the following is a copy:

COLORADO STATE CAPITOL.

PROPOSALS FOR ROLLED BEAMS AND COMPOUND GIRDERS FOR THE COLORADO STATE CAPITOL BUILDING.

Sealed proposals for furnishing rolled floor-beams and compound girders, in place, will be received by the Secretary of the Board of Capitol Managers until 1 P. M., mountain time, on Saturday, June 1, 1889, and then opened by the Board.

The beams and girders are to be put in place in the building, as required, and properly fastened, according to the plans and specifications, which are to be seen in the office of the Superintendent, P. Gumry, at the Capitol grounds, Denver, Colorado. The work of setting the first-floor beams can be commenced as soon as the contract is signed.

The approximate quantities are: First-floor beams, 115 tons; second-floor beams, 109 tons; third-floor beams, 90 tons; compound girders, 23 tons. Total, 346 tons, not including fish and angle plates, bolts, tie-rods, etc.

Proposals to be indorsed, "Proposals for floor-beams and compound girders," and addressed to the Secretary of the Board of Capitol Managers, P. O. Box 2291, Denver, Colorado, or delivered at the office of the Board, 44 Barclay block, 1755 Larimer street.

By order of the Board.

DONALD W. CAMPBELL, *Secretary*.

DENVER, Colorado, April 23, 1889.

Ten bids were received, which were opened in the order recorded, and which were as follows:

1. Wm. Bugbee Smith, Philadelphia.
2. Geddis & Seerie, Denver.
3. Colorado Iron Works, Denver.
4. King Iron Bridge and Manufacturing Co., Cleveland, Ohio.
5. H. L. Aulls, Denver.
6. Fair, Williams & Co., Ottumwa, Iowa.
7. Walton Architectural Iron Co., Cincinnati, Ohio.
8. Missouri Valley Bridge and Iron Works, Leavenworth, Kansas.
9. The Fred. J. Myers Manufacturing Co., Covington, Kentucky.
10. Lane Bridge and Iron Works, Chicago, Illinois.

The bid of the Lane Bridge and Iron Works for \$32,878 was accepted as being the lowest under the terms of the contract.

LAYING OF THE CORNER STONE.

The corner stone of the new Capitol building of the State of Colorado was laid with appropriate ceremonies on Friday, the 4th day of July, 1890. A procession was formed

in accordance with the following programme, by Colonel A. W. Hogle, Grand Marshal:

Mounted platoon of police, led by Inspector Hawley, First-Lieutenant Phillips and Second-Lieutenant Newmeyer.

Three platoons of police, in command of Sergeants Tretters, Clay and Norkett.
Governor Cooper and staff, composed of Adjutant General Klee, Inspector General Sullivan, Assistant Adjutant General Rhoads, Colonel P. Stanley, Colonel D. L. Holden, Colonel T. L. Wiswall, Colonel H. N. Chittenden, Colonel R. Darling, Colonel P. B. Russell, Colonel H. C. Olney.

The executive committee, composed of H. A. W. Tabor, Colonel Berkey, Colonel R. B. Beath, J. W. C. Cleveland, J. E. Bates, E. Monash, M. J. McNamara, Senator Poole, L. A. Kent.

Orators of the day in carriages—Ex-Governor Adams and Hon. J. B. Belford.
Colorado pioneers in carriages.

FIRST DIVISION.

Seventh Infantry Band.

Colonel H. C. Merriam, U. S. A., and staff.

Seventh U. S. Infantry.

Red Cross Ambulance.

First Infantry Band, C. N. G., twenty-one pieces.

First Regiment Infantry, C. N. G., Captain Heining commanding.

Signal Corps, C. N. G., Lieutenant Southard commanding.

High School Cadets, Captain H. H. Smith commanding.

Grand Canton Arapahoe Drum Corps, twelve pieces, T. C. Davis, Major.

Battery A, First Artillery, C. N. G., Captain Leichenring commanding.

Veterans of Mead Post, G. A. R., Colonel Fleming commanding—Escort for Colorado Battle Flags.

The Battle Flags, W. W. Park, Color Bearer.

Scandinavian Republican Club, eight hundred men in line, followed by a float.

Members of Colorado Mining Exchange in carriages.

Colonel W. M. Taylor in charge of the Burro Brigade.

A Bull and Two Bears.

Supreme and District Court Judges, County and City Officials in carriages.

SECOND DIVISION.

Marshal C. L. Furey and staff, composed of S. A. Neaton, H. A. Twining, Ed. S. Day, Captain F. Mazza and D. I. Ezekiel.

Band of Camp No. 15, P. O. S. of A., sixteen pieces, under the leadership of G. B. Lumbeck.

Colorado Commandery No. 25, P. O. S. of A., sixty-five mounted men, under A. B. Phillips.

Camps Nos. 12 and 15, P. O. S. of A., and visitors, fifteen men, under D. J. Oswick.

The various tribes of the Improved Order of Red Men, 150 men, headed by Delaware Tribe.

Denver Military Band, sixteen pieces, under August Siggel.

Knights of Honor, eighteen men, from the various lodges of the State, under Captain D. J. Ezekiel.

British Mutual Benefit Society.

Colorado Lodge Sons of St. George, No. 220, under President E. A. Walters and Past President A. S. Beaton, together with Rocky Mountain Lodge Sons of St. George, under President I. B. Tomlinson—in all 150 men.

Excelsior Cornet Band, thirteen pieces, under T. D. Perkins.

United Order of Linemen, six-five men, under Marshals E. L. Clyne and P. W. McDonald.

Uniformed Rank Knights of Pythias, Queen City Division, fifty men, under Captain H. H. Best.

Bersaglieri Guard, forty men, under Captain F. Mazza and Lieutenant G. Gonnfrol.

THIRD DIVISION.

Union Band, fourteen pieces, Professor Zumtobel, Leader.
 Marshal, Phil Trounstine; Aids, Colonel Jochnus and E. H. McDonald.
 Bricklayers' Union, six hundred men; Captain, M. J. Cullinane.
 Saddlers and Harness-Makers' Union, fifty men; Captain, W. F. Miller.
 Retail Grocery Clerks, twenty men; Captain, C. W. Williams.

FOURTH DIVISION.

The Fort Collins Band—Drum Major, Chaffee; Leader, John Havener—seventeen pieces.
 Chief, Pearse; Marshal, T. F. Owens; Assistant Chief, J. Dulmage.
 Hook and Ladder No. 1, Captain, Eynan; Laddermen, Padget, Madden, Graebe; Driver, Creek.
 Chemical No. 1—Captain, Marty; Lieutenant, Campbell; Driver, Davidson; Pipeman, Heflings.
 Steamer No. 1 and Wagon—Captain, Roberts; Lieutenant, Brower; Engineer, Hawkett; Stoker, Tufts; Drivers, Johnson and Fairchilds; Pipemen, Bateman and Spiers.
 Hose No. 1—Captain, Connor; Lieutenant, Bates; Driver, Arnett; Pipemen, Ryan and Kelly.
 Hook and Ladder No. 2—Captain, Horne; Driver, Jacobs; Laddermen, Hicks, Leech, Barker, Craig.
 Steamer No. 2—Captain, Barker; Driver, Desmond; Engineer, Frewen; Stoker, Clark.
 Wagon 2—Driver, Rutherford; Pipeman, Robinson.
 Hose No. 4—Captain, Perry; Driver, Olcott; Pipemen, Riley and Dunlay.
 Hose No. 5—Captain, Allen; Lieutenant, Harper; Driver, Grimes; Pipeman, Moore.
 Hook and Ladder No. 3—Lieutenant, Sarwasch; Driver, Pierpont; Laddermen, Meredith and Horner.
 Steamer and Wagon No. 3—Captain, Taylor; Lieutenant, McC lure; Gallagher, Benn; Drivers, Gomer and Smith.
 Hose No. 7—Captain, Peddie; Driver, Tyler; Pipemen, Gustaffson and Richter.
 Hose No. 7—Captain, Nelson; Lieutenant, Gaffney; Driver, Cotton; O'Hara.

FIFTH DIVISION.

W. D. Todd, Marshal; R. S. Roe, Assistant Marshal. Aids—G. L. Bailey, O. H. Henry, A. Sagendorf, J. H. Brown, G. H. Besser.
 American Band, twenty-six pieces; Mr. H. H. Given, Leader.
 Masonic Choir, 700 strong; John H. Blood, Director.
 Titus' Band, sixteen pieces; Al. Titus, Leader.
 Knights Templar, Byron S. Carr, of Longmont, Grand Generalissimo.
 Master Masons, including the four Denver lodges and visiting Masons, under direction of P. L. Palmer.
 The Grand Lodge of Colorado.

The order of exercises, which commenced at 11:50 A. M., was as follows:

1. Music by First Infantry Band.
2. Singing by the Masonic choir, composed of 1,000 voices, under the leadership of Professor John H. Blood.
3. Laying of the corner stone by the Grand Lodge A. F. & A. M. of Colorado.
4. Address on behalf of the Grand Lodge by Ex-Governor Alva Adams.
5. Singing by Masonic choir, accompanied by band.
6. Address on behalf of the Board of Capitol Managers, by Job A. Cooper, Governor of Colorado and *ex officio* Chairman of the Board.
7. Music.
8. Oration by Hon. James B. Belford.
9. Benediction.

ADDRESS

BY

HIS EXCELLENCY, JOB A. COOPER,

GOVERNOR OF COLORADO.

FELLOW CITIZENS :—In the name of the constituted authorities of the State I bid you welcome to its capital.

To us, who have assembled from city, mountain and plain, the celebration of to-day has a double significance—one commemorative, one inaugurative. To one history points with patriotic pride and reverence; the other, prophecy holds before us with confident assurance. Looking backward to the memorable Fourth of July, 1776, we see other architects, under the direction of Divine wisdom, framing another temple, whose foundation-stone was liberty. Looking forward, we see that temple rising upon its eternal foundation, its walls stretching from sea to sea, its bulwarks—its free institutions and educated citizenship—gaining strength and grandeur with each succeeding century. Looking backward, we see the oft-transplanted seed, freedom, stunted and dwarfed in all lands, taking deep root in our virgin soil, growing to strength and permanency. Looking forward, we see it a tree of gigantic shelter, whose leaves are for the healing of nations, its stimulating, purifying influence wafted to all lands, working the final fall of tyranny, anarchy, and despotism. Looking backward, we see in the immortal declaration, "All men are created equal," an ideal standard. Looking forward, we see the principle in active operation, the Divine ideal embodied in active practice. In the actual, universal brotherhood of man we see its fulfillment.

Upon the corner stone we have laid to-day will rise an edifice, a monument to our love and devotion to our country, to our faith in the stability of its government, and to our loyal efforts in the maintenance of its institutions. How dear we, as a nation, hold these institutions, is attested not only by 500,000 graves scattered over our fair land, but by the faithfulness with which we hand down that which they preserved, in all its grandeur and beauty, to those who come after us—by the perfecting of their superstructure in contributing in our day a column to its ever expanding walls. The stone we lay to-day, this granite monument, will crumble; the moral element we give to our nationality, the column we add to that vast temple, will last till nations are no more. In proportion as we honor the deeds and venerate the memory of the architects of our nationality, will we develop their principles and apply them to the wants of to-day and the needs of the future. The struggle for national existence is ended. Slavery is dead. Sectionalism is buried. Other days bring other issues; other questions require the wisdom of our statesmen and the patriotism of our people, but the spirit actuating those patriots is still our inspiration; it flows through every artery of our national life. It is the cause and soul of this occasion.

Our fathers at Philadelphia, 114 years ago, were conscious that the liberty vouchsafed in the Declaration of Independence must be to themselves a benefit of short

duration. It was a gift of pure patriotism—an immortal legacy. And here, in memory of that priceless gift, in faint imitation of their example, we build this temple, a sanctuary to the rights of mankind, consecrate it to liberty and law and bestow it to our posterity. As the days and months pass, we will see rising in graceful columns and order the stately walls of Colorado's capitol. Upon the summit the queenly form of Liberty will overlook mountain and plain, silently pronouncing her benediction upon the sons and daughters of our State. But let us all bear in mind that beneath, and necessary for her support, are granite walls protecting righteous legislation. "No liberty without law." The Greeks held the Prytaneum sacred because within its walls were preserved the laws of Solon. Within the walls of this magnificent structure will be enacted and deposited the laws of our Solons, and here will be guarded all the institutions of American liberty granted us in 1776. As a sacred building we will bequeath it to our children and children's children.

Tradition and the relics and ruins of the Cliff Dwellers in certain portions of the State tell us that Colorado was inhabited in an unknown age by unknown tribes of men. Modern history abounds in stories of Spanish expeditions in America, and tells us of the first exploration of white men through this country, nearly 400 years ago. Vasquez Coronado, who commanded an expedition under Spanish auspices, in 1540 discovered what is now Colorado. The first Americans to tread Colorado soil were Lieutenant Zebulon Pike and party, who made an adventurous but fruitless tour of a portion of the State in 1806. Lieutenant Pike returned East disappointed, and reported it his opinion that the American people would be obliged to limit their extent in the West to the borders of the Missouri and the Mississippi, leaving the prairies, incapable of cultivation, to the wandering and uncivilized aborigines of the country. Fourteen years later another expedition, under Colonel S. H. Long, was sent out, and in 1842 occurred the celebrated exploration of Colonel John C. Fremont across the Rocky mountains. That portion of the State north of the Arkansas river and east of the mountains formed a portion of the Louisiana purchase from the French in 1803. The remainder was included in the Mexican cession of 1848. In the southern part of the State a few Mexicans and Spaniards had settled, and in the northern portion a few American traders, trappers and hunters were found. But there was no actual permanent abiding place of the white man, or record of his movements, with which to begin the history of Colorado, until 1857, when the great national financial crisis came and coincidentally the discoveries of immense wealth of gold and silver in the Rocky mountains started the tide of immigration to the West. By act of Congress Colorado was organized as a Territory February 28, 1861. Congress passed an enabling act March 3, 1875, authorizing the inhabitants of the Territory of Colorado to form a State government, and on the 1st day of August, 1876, the President of the United States issued his proclamation declaring the admission of the State of Colorado into the Union.

I need not here recall the many legislative measures in territorial times incident to the selection and final location of the State capital. The first General Assembly convened in Denver, September 9, 1861. The acts of that Assembly and those which followed carry the names of many brave and eminent pioneers whose wisdom and whose heroic deeds give lustre to the history of

Colorado. This first Assembly located the capital at Colorado City, but the Territorial officers were not removed from Denver, and the session of 1862 convened at Colorado City and adjourned to Denver. The second Assembly relocated the capital at Golden, where the third Assembly convened, but three days thereafter adjourned to Denver. The fourth and sixth sessions were held at Golden, but only three days of the fifth were held there; the remainder at Denver. By act of the Seventh Assembly, in 1867, the capital was transferred to Denver. This act provided for the appointment of three commissioners to select the site for a Capitol building, and that the land selected should be conveyed to the Territory without charge. Joseph M. Marshall, of Boulder county, William M. Roworth, of Gilpin county, and Allen A. Bradford, of Pueblo county, were appointed commissioners. The site of ten acres, comprising blocks 27 and 28, in Henry C. Brown's addition to Denver, was chosen by the commissioners and donated by Mr. Henry C. Brown to the Territory of Colorado. And this is the beautiful and commanding ground, overlooking this fair young city of Denver, upon which this magnificent edifice, to be devoted to the future legislative and official uses of Colorado, is now being erected. To create a nucleus of a building fund, anticipating the generous appropriations which have now been made under the State government, certain liberal and public-spirited citizens donated lots and lands as follows: General Samuel E. and Mary E. Browne, one acre; Alfred H. Clements, sixteen lots; ex-Governor John Evans, twenty lots; Henry M. Porter, one block, and John W. Smith, one block. Legislative measures were adopted from time to time providing for the erection of a capitol building, but the question of the permanent location of the capital was undetermined, and for this and other considerations it was deemed wise to defer the work to a future and more promising time. Meanwhile, the State has suffered in the discomforts of inadequate and unsuitable quarters for the transaction of its business. The executive offices and other departments of the State government are now distributed mainly through the Barclay building, while a few of the offices are located in the building adjoining, which is used three months of each alternate year as the General Assembly halls. The aggregate rent paid per annum for these rooms is: For the Barclay building, \$15,548, and for the assembly rooms, \$6,437.50, making the total amount paid for rent of rooms, \$21,985.50.

The first step toward the erection of the Capitol building, according to present designs, was taken in 1881, the question of permanent location having been settled in 1880, by vote of the people, in favor of Denver. But it was not until 1883 that the Legislature made its first appropriation (\$150,000) for the construction of a wing to the building, a part of the present plan, the work to be under the control and supervision of a board of seven managers, the governor to be chairman, and the remaining six members to be—John L. Routt, Dennis Sullivan, George W. Kassler, Alfred Butters, E. S. Nettleton, and W. W. Webster. At the same session a bill to provide for the creation of a bonded indebtedness on behalf of the State, to the amount of \$300,000, was passed and afterwards ratified by a vote of the people.

The Board of Managers, after a thorough examination of the subject, and being fully advised in the premises, decided that a State House for Colorado should not be built piecemeal, but as a whole, and that it could not be erected under existing

laws. The block of ground adjoining the capitol and fronting on Broadway was purchased for \$100,000. The Board selected the plans presented by E. E. Myers, of Detroit, Mich. Here begins the real history of construction. Interesting it may be, but the story of how these massive blocks of chiselled granite have come from the lofty heights of yonder Rocky mountains, and taken their places of exact symmetry and measurement in these massive walls, is reached through a long, tedious and perplexing detail of facts which need not be recited. The contract for the construction was originally let to W. D. Richardson, but was subsequently re-let to Geddis & Seerie, the present contractors. Fort Collins sandstone was selected for the foundation, and a white sandstone from Gunnison county for the superstructure. And thus the work started on its faltering way under the act of the Fifth General Assembly, which act continued the Board of Managers as originally constituted, and fixed the extreme limit of expenditure at \$1,000,000. Later, Mr. Michael Spangler was elected a member of the Board of Managers in place of Mr. W. W. Webster, resigned and removed from the State.

By an Act of the last General Assembly it was provided that the Board of Capitol Managers should consist of five members, the Governor to be Chairman. John L. Routt, Otto Mears, Benjamin F. Crowell and Charles J. Hughes, Jr., were appointed by the Governor, and confirmed by the Senate, as members of the Board. It is provided in this Act that the building shall be constructed, instead of sandstone, originally chosen, of granite, brick and iron, and, as far as practicable, of Colorado productions. The limit of the cost was extended to \$2,000,000, and the time of the completion of the building to January 1, 1893. At the same session a bill to provide for the creation of an additional bonded indebtedness on behalf of the State, to the amount of \$250,000, was passed, which proposition was submitted to a vote of the people last November, and was defeated. Had these bonds been voted, the earlier completion of the Capitol building would have been assured. The annual interest upon these bonds would have been less than \$10,000, while the annual amount paid by the State for rent is more than double this sum. The Board selected the granite from Gunnison county, and entered into a supplemental contract with Messrs. Geddis & Seerie for its use in the superstructure. Mr. Peter Gumry was retained as Superintendent, and Mr. Thomas Mullen as Assistant Superintendent. Under present provision, the work is progressing satisfactorily, with every prospect that, if no untoward event shall arise to suspend or hinder operations, the building will be completed within the time specified. What sum of money there has been expended on the building to date, and the sums that have been realized from taxes and from the sale of lots and lands, are questions natural to all citizens of the Commonwealth.

There was on hand November 30, 1882, to the credit of the Capitol-Building

Fund.....	\$ 33,202 62
Received from taxes, 1883-84.....	98,966 38
Received from taxes, 1885-86.....	109,487 22
Received from sale of lots, 1887-88.....	93,233 00
Received from taxes, 1887-88.....	126,188 91
Received from taxes, 1889-90, to July 1.....	169,196 47
Received from sale of lots, 1890.....	9,600 00
Total receipts from all sources.....	<u>\$644,871 60</u>

There has been paid out on account of Capitol building for 1883-84.....	\$ 3,033 50
For 1885-86	53,911 48
For 1887-88.	215,376 96
For 1889-90, to July 1.....	366,163 01
Total disbursements.....	<u>\$638,484 95</u>

Available funds for Capitol building:

Balance on hand to credit of Capitol building fund.....	\$ 6,389 65
Capitol-building bonds.....	300,000 00
Public-building permanent fund.....	57,030 29
Public-building income fund.....	16,700 19
Total available funds on hand.....	<u>\$380,120 13</u>

The building will be of the Doric order, of classical construction, relieved and embellished in many features with Corinthian ornamentation. The highest praise I can give—it will be a building worthy the Centennial State. Added to her natural resources, it will be to her another source of pride and stimulate her to fulfill her part in verifying the prophetic lines of Bishop Berkeley upon our beloved nation—the New World:

“Westward the course of empire takes its way ;
The first four acts already past,
The fifth shall close the drama with the day,
Time's noblest offspring is the last.”

CATALOGUE

OF ARTICLES DEPOSITED UNDER THE CORNER STONE OF THE COLORADO
STATE CAPITOL, JULY 4TH, A. D. 1890.

Copy of the Bible, donated by Charles L. Johnson, Private Secretary of the Governor of the State.

American flag, donated by Governor Job A. Cooper.

Copy of the Constitution of the State of Colorado.

Copy of oration by Hon. J. B. Belford.

“Pike's Exploration in 1806-7 ” in what is now Colorado. A reprint of the English edition of 1811.

Declaration of Independence.

Constitution of the United States.

Enabling Act of Colorado.

Reports of the Board of Capitol Managers for 1884, 1886, and 1888.

List of State officers.

List of members of the Seventh General Assembly.

Census of 1885.

Inaugural Address of Governor Cooper, delivered January 8, 1889.

Picture of the State Capitol building.

Copies of Annual Reports of Horticultural and Forestry Association, Insurance Department, Veterinary Sanitary Board and State Veterinary-Surgeon, State Historical and Natural History Society.

First Annual Report of the State Agricultural College.

Copy of "The Natural Resources and Industrial Development and Condition of Colorado,"

Copy of the Rules and Joint Rules of the Senate and House of Representatives of 1889, together with the standing Committees of both Houses of the Seventh General Assembly.

Ritual of the Grand Lodge A. F. and A. M. "Laying of the Corner Stone of the State Capitol." "Dedication of Masonic Temple."

Souvenir of the Temple, containing history of Denver and Colorado Masonry.

Cane made from a piece of the keel of the old ship Constitution, donated by Mark A. Luckenbach.

Copy of instruction to contractors and schedule for the erection of the Capitol.

Impress of the great seal of Colorado.

List of judicial officers of Colorado.

Address of Governor Cooper at the laying of the corner-stone, July 4, 1890.

Address by ex-Governor Alva Adams, July 4, 1890.

List of names of donors of lands for Capitol-building purposes.

Autograph of the members of the Board of Capitol Managers.

Governor Cooper's Thanksgiving proclamation, 1889.

Copy of the latest map of Colorado.

Copy of the most recent biennial reports, as follows: Secretary of State, Auditor of State, Treasurer of State, Superintendent of Public Instruction, Attorney General, State Engineer, Adjutant General, Inspector of Coal Mines, Forest Commission.

Proceedings of dedication of Masonic Temple, July 3, 1890.

Copy of the Seventh Annual Report of the Chamber of Commerce and Board of Trade, 1889.

Business card of E. S. Day, the manufacturer and donor of the corner-stone box.

Copies of the *News* and *Republican* of July 4, 1890, of the *Times* and *Colorado Graphic*, of the *Commonwealth* (with article on the State Capitol), and other newspapers and periodicals published in Colorado.

Coins as follows: Gold, \$20, \$10, \$5, \$2.50, \$1; silver, \$1, 50 cents, 25 cents, 10 cents, 5 cents; nickel, 5 cents; copper, 1 cent.

Denver city directory of 1890.

Roster of the Governor's staff and officers of the Colorado National Guard, July 4, 1890.

Copy of list of contents.

The box was made of copper, seventeen inches long, eleven and one-half inches broad, and eleven inches deep.

ESTIMATE OF FUNDS

REQUIRED FOR THE YEARS 1891 AND 1892.

The Superintendent estimates that, including the amounts called for by the present contracts, there will be needed to continue the work, without interruption, the total sum of \$800,000, to be expended as follows:

Ceiling beams, tie-rods, anchors and other material that is necessary.

Steel beam girders in porticoes.

Dome ceilings in corridors, House of Representatives and Senate Chamber.

Roof trusses.

Roof beams and sky-light construction.

All exterior cast and wrought-iron for the dome.

Roof, slating, wood-work, copper-work, galvanized-iron work and glass.

Cast-iron columns in attic story.

Steam heating and ventilation.

Plumbing and gas fitting.

Conductor-receiving pipes outside of the building.

Elevator tanks in attic.

Inclosing the building when the outside walls are finished.

Preparing the walls and ceilings for the plasterers.

The Board, after careful examination, considers the above estimate reasonable and fair.

CAPITOL BUILDING BONDS.

In accordance with an Act of the Fourth General Assembly, entitled "An Act to provide for the creation of a bonded indebtedness, on behalf of the State, to the amount of three hundred thousand dollars, to aid in the erection of a State Capitol building in the City of Denver, and for the submission of the question to a vote of the qualified electors of the State," (Page 39 of the Session Laws of 1883, and Page 157, Chapter XIII, General Statutes, 1883,) the Board of Commissioners of the State Debt, created under said Act, convened at the Governor's office on December 13, 1889, there being present :

Hon. Job A. Cooper, *Governor*;

Hon. James Rice, *Secretary of State*;

Hon. W. H. Brisbane, *State Treasurer*;

Hon. L. B. Schwanbeck, *State Auditor*.

The following resolution was introduced by Auditor Schwanbeck :

WHEREAS, There was an Act passed by the Fourth General Assembly to provide for the erection of a bonded indebtedness, on behalf of the State, to the amount of \$300,000, to aid in the erection of a Capitol building in the City of Denver, and for the submission of the question to a vote of the qualified electors of the State; and

WHEREAS, On Tuesday, November 6, 1883, at the first regular election following the passage of said Act, the question of said bonded indebtedness was ratified by the qualified electors of the State, as shown by the result of the canvass of the vote thereon; and

WHEREAS, The money to be derived from said bonded indebtedness will soon be necessary to carry on the construction of the Capitol building; now, therefore, be it

Resolved, That for the purpose of raising the necessary money to carry on the construction of the Capitol building, there be issued, under and in accordance with the provisions of said Act, three hundred thousand dollars in Capitol-building bonds in one series, numbered from No. 1 to No. 300, both numbers inclusive, of the denomination of one thousand dollars each, and payable, fifteen years from the date of issue, at the office of the State Treasurer, in the City of Denver, Colorado, or at the Chemical National Bank of New York, at the option of the holder, with interest thereon at the rate of three and one-half per centum, evidenced by coupons attached to the said bonds, payable semi-annually at the office of the State Treasurer, in the City of Denver, or at the Chemical National Bank, in the City of New York.

On motion of Secretary of State Rice, seconded by State Treasurer Brisbane, the resolution was unanimously adopted.

The State Treasurer stated to the Board, that when the bonds were issued he would purchase the entire \$300,000 issue of Capitol-building bonds, at par, for investment in State funds in his hands at that time available.

On June 25, 1890, the Board of Commissioners of the State Debt unanimously adopted the following resolution:

WHEREAS, It is necessary to issue Capitol-building bonds to raise money to continue the construction of the Capitol building now in course of erection ; therefore, be it

Resolved, That there be signed, sealed, executed and registered on July 1, 1890, one hundred and fifty thousand dollars (\$150,000) in in Capitol-building bonds of the authorized issue of \$300,000, in form as adopted by the Board, and that they be sold to the State Treasurer, at

par, for investment in such State funds as are available for that purpose, and that the first six months' interest coupons, falling due July 1, be detached and cancelled and turned over to the State Treasurer.

Of this issue, there have been placed to the credit of the Capitol-building fund \$150,000.

The last General Assembly provided, by an Act, for the creation of an additional bonded indebtedness on behalf of the State, to aid in the erection of a Capitol building, to the amount of \$250,000, which proposition was submitted to a vote of the qualified electors at the general election held November 5, 1889, and was defeated.

The State therefore is left to its existing resources for Capitol building purposes. The amounts available for the fiscal year commencing December 1, 1890, will be as follows:

Cash in Treasury.....	\$ 58,869.06
Capitol-building bonds.....	150,000.00
Taxes due (estimated).....	90,000.00
Balance due on lots.....	16,000.00
	\$314,869.06

The financial transactions of the Board are shown in the following report of the Secretary :

SECRETARY'S REPORT.

To the Board of Capitol Managers :

GENTLEMEN:—I have the honor to present herewith a report of the receipts and disbursements, on account of the Capitol building, for the fiscal years 1889 and 1890, embracing all financial transactions from December 1, 1888, to December 1, 1890.

All accounts have been allowed by the Board and certified to the State Auditor, who has drawn his warrants on the State Treasurer for the amounts stated in each voucher.

Respectfully,

HERMAN LUEDERS, *Secretary.*

DENVER, COLO., December 1, 1890.

APPROPRIATION ACCOUNT.

Dr.

To Appropriation of the Fifth, Sixth and Seventh General Assemblies :

For the year 1885	\$ 200,000 00
For the year 1886	200,000 00
For the year 1887	200,000 00
For the year 1888	200,000 00
For the year 1889	500,000 00
For the year 1890	400,000 00
Total	<u>\$1,700,000 00</u>

By Disbursements:

Cr.

For the years 1885 and 1886	\$ 47,193 10
For the years 1887 and 1888	215,504 74
For the years 1889 and 1890	555,932 83
Balance	881,369 33
Total	<u>\$1,700,000 00</u>

Voucher No. 543, Lane Bridge and Iron Works, \$2,981.62, not having been presented to Auditor before he closed his books, will cause his account to differ from the above by that amount.

ACCOUNT WITH TREASURER.

1890	<i>Cr.</i>		
Nov. 30	By Warrants Nos. 260 to 555 inclusive.	\$555,932 83	
	Balance	58,869 06	
1888	<i>Dr.</i>		
Dec. 1	To Balance	\$200,250 91	
	To Capitol Special Building Fund.	16,000 00	
	To Bonds	150,000 00	
	To Public Building Income	\$16,867 69	
	To Public Bld'g, Permanent	57,338 22	
		74,205 91	
	To Taxes collected, 1889 and 1890	174,345 07	
		\$614,801 89	\$614,801 89
Balance to credit of Capitol Building Fund			\$ 58,869 06
Voucher No. 476, Quinlan & Co.		\$ 902 00	
Voucher No. 543, Lane Bridge and Iron Works		2,981 62	
		<u>\$3,883 62</u>	

not having been presented to the Treasurer before he closed his books, will cause his account to differ from the above \$3,883.63.

CAPITOL BUILDING "SPECIAL FUND ACCOUNT."

The receipts on this account are the proceeds from the sale of lots donated by citizens of Denver for aiding in the erection of the State Capitol building, at Denver, Colorado, remaining undisposed on December 1, 1888.

Dr.

To cash received, part payment for Lots 1 to 24, inclusive, Block 81, Brown, Smith & Porter's Addition.....	\$16,000 00
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Cr.

By State Treasurer	\$16,000 00
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CAPITOL-BUILDING GROUNDS ACCOUNT.

Dr.

To appropriation.....	\$20,000 00
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By vouchers drawn:

Cr.

Nos. 386, 391, 392, 406, 476, 486, 487, 488, 506.....	\$ 2,748 00
Balance.....	17,252 00
	\$20,000 00

RETAINED PAYMENTS ACCOUNT.

Geddis & Seerie	\$56,969 45
Lane Bridge & Iron Works.....	4,008 10
W. J. Godfrey & Co.	440 89
The Colorado Iron Works	121 00
	\$61,539 45

SUMMARY OF DISBURSEMENTS ACCOUNTS, 1888 AND 1889.

General Building Account	\$517,402 75
Salaries.....	14,641 43
Managers' Salaries.....	16,636 39
Expenses, Office of Secretary.....	674 50
Expenses, Office of Superintendent ...	207 92
Expenses, Printing and Advertising	1,370 14
Expenses, Legal Account.....	1,509 20
Expenses, Traveling Account.....	8 00
Expenses, Experts.....	321 65
Expenses, Miscellaneous Account	39 40
Expenses, Bond Account	373 45
Capitol-Building Grounds.....	2,748 00
Total.	\$555,932 83

LIST OF VOUCHERS.

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1888				
Dec. 31 ...	260	Peter Gumry.....	Salary as Superintendent..	\$ 208 33
Dec. 31....	261	Thomas Mullen.....	Salary as Asst. Supt.....	166 66
Dec. 31....	262	D. W. Campbell.....	Salary as Secretary.....	166 66
1889				
Jan. 2.....	263	Geddis & Seerie.....	6th Est., superstructure...	5,013 70
Jan. 2.....	264	Colorado Iron Works.....	Smoke stack sections.....	381 60
Jan. 2.....	265	R. W. Stewart & Co.....	Stucco rack lumber. ...	120 02
Jan. 31....	266	Peter Gumry.....	Salary as Superintendent..	208 33
Jan. 31....	267	Thomas Mullen.....	Salary as Asst. Supt.....	166 66
Jan. 31....	268	D. W. Campbell.....	Salary as Secretary.....	166 66
Feb. 6.....	269	Geddis & Seerie.....	7th Est., superstructure...	4,876 30
Feb. 28....	270	Peter Gumry.....	Salary as Superintendent..	208 34
Feb. 28....	271	Thomas Mullen.....	Salary as Asst. Supt.....	166 67
Feb. 28....	272	D. W. Campbell.....	Salary as Secretary.....	166 67
March 20...	273	Geddis & Seerie.....	8th Est., superstructure...	5,440 50
March 20...	274	Platt Rogers.....	Legal services.....	750 00
March 20...	275	Austin Martinez & Co.....	Traveling expenses.	8 00
March 20...	276	W. A. Willard.....	Legal services.....	9 20
March 30...	277	Peter Gumry.....	Salary as Superintendent..	208 33
March 30...	278	Thomas Mullen.....	Salary as Asst. Supt.....	166 66
March 30...	279	D. W. Campbell.....	Salary as Secretary.....	166 66
April 5....	280	Geddis & Seerie.....	9th Est., superstructure...	7,435 20
April 5....	281	Colorado Iron Works.....	Smoke stack sections.....	225 90
April 5....	282	Peter Gumry.....	Gen'l bldg. acct.....\$1.75 Office expenses.....8.80	10 55
April 5....	283	Geddis & Seerie.....	Extra work in basement and sub-basement.....	374 35
April 20....	284	John L. Routt.....	Manager's compensation..	20 00
April 20....	285	Dennis Sullivan.....	Manager's compensation..	35 00
April 20....	286	Alfred Butters.....	Manager's compensation..	45 00
April 20....	287	E. S. Nettleton.....	Manager's compensation..	30 00
April 20....	288	George W. Kassler.....	Manager's compensation..	15 00
April 20....	289	M. Spangler.....	Manager's compensation..	40 00
April 30....	290	D. W. Campbell.....	Adv. Buena Vista Herald..	1 70

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1889				
April 30....	291	Peter Gumry.....	Salary as Superintendent..	\$ 208 33
April 30....	292	Thomas Mullen.....	Salary as Asst. Supt.....	166 65
April 30....	293	D. W. Campbell.....	Salary as Secretary....	166 65
May 1.....	294	Collier & Cleaveland Lith Co.	Printing and binding 1000 Reports.....	491 14
May 1.....	295	William Wise.....	Office expenses, Supt.....	25 00
May 1. . .	296	D. W. Campbell.....	Office expenses, Secretary	1 40
May 1.....	297	Salida Mail.....	Advertising.....	3 60
May 1.....	298	Geddis & Seerie.....	10th Est., superstructure..	5,760 00
May 16....	299	Collier & Cleaveland Lith Co.	Printing.....	26 00
May 16....	300	W. H. Lawrence & Co.....	Office expenses, Supt.....	3 00
May 16. . .	301	Georgetown Courier.....	Advertising.....	2 50
May 31.....	302	Otto Mears	Manager's compensation..	388 89
May 31....	303	Chas. J. Hughes, Jr.....	Manager's compensation..	388 89
May 31....	304	Benj. F. Crowell.....	Manager's compensation .	388 89
May 31....	305	John L. Routt.....	Manager's compensation..	284 72
May 31....	306	Peter Gumry.....	Salary as Superintendent..	208 33
May 31....	307	Thos. Mullen.....	Salary as Asst. Supt.....	166 65
May 31....	308	D. W. Campbell.....	Salary as Secretary	166 65
June 4....	309	Geddis & Seerie.....	11th Est., superstructure..	6,873 20
June 14....	310	Geddis & Seerie.....	Testing granite cubes....	40 00
June 14....	311	D. W. Campbell.....	Office supplies for Sec'y..	7 00
June 14....	312	R. W. Stewart & Co....	Lumber and labor.....	47 05
June 14....	313	C. J. Reilly & Co.....	Pipes for flue steps.....	26 00
June 14 . .	314	Owen Pierpont.....	1 Office safe.	125 00
June 14....	315	E. S. Nettleton.....	Testing granite.....	40 00
June 14....	316	A. Graham.....	1 Specimen table	10 00
June 29....	317	John L. Routt.....	Manager's compensation..	208 33
June 29....	318	Otto Mears.	Manager's compensation..	208 33
June 29 . .	319	Benj. F. Crowell.....	Manager's compensation..	208 33
June 29....	320	Chas. J. Hughes, Jr	Manager's compensation..	208 33
June 29....	321	Peter Gumry.....	Salary as Superintendent..	208 33
June 29 . .	322	Thomas Mullen.....	Salary as Asst. Supt.....	166 65

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1889				
June 29....	323	D. W. Campbell.....	Salary as Secretary..	\$ 166 65
July 3....	324	Geddis & Seerie.....	12th Est., superstructure..	13,488 12
July 3....	325	F. E. Edbrooke & Co....	Services as expert.....	250 00
July 31....	326	John L. Routt.....	Manager's compensation..	208 33
July 31....	327	Otto Mears.....	Manager's compensation..	208 33
July 31....	328	Benj. F. Crowell.....	Manager's compensation..	208 33
July 31....	329	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
July 31....	330	Peter Gumry.....	Salary as Superintendent..	208 33
July 31....	331	Thomas Mullen.....	Salary as Asst. Supt.....	166 70
July 31....	332	D. W. Campbell.....	Salary as Secretary.....	166 70
July 31....	333	Geddis & Seerie.....	13th Est., superstructure..	3,809 70
July 31....	334	W. H. Lawrence & Co....	Office supplies, Sec. \$8.05 Office supplies, Supt. 4.45	10 50
July 31....	335	Eng. News Publishing Co...	Advertising ..	112 40
July 31....	336	Review-Press.....	Advertising.....	5 00
July 31....	337	Inland.....	Advertising ..	12 00
July 31....	338	J. B. Dorman & Co.....	Advertising.....	15 00
August 21..	339	Denver Iron Fence Co.....	Iron anchors.....	29 70
August 21..	340	Harvey Riddell	Legal expenses.....	750 00
August 31..	341	John L. Routt.....	Manager's compensation..	208 33
August 31..	342	Otto Mears.....	Manager's compensation..	208 33
August 31..	343	Benj. F. Crowell	Manager's compensation..	208 33
August 31..	344	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
August 31..	345	Peter Gumry	Salary as Superintendent..	208 33
August 31..	346	Thomas Mullen	Salary as Asst. Supt.....	166 65
August 31..	347	D. W. Campbell	Salary as Secretary.....	166 65
Sept. 4....	348	Geddis & Seerie.....	14th Est., superstructure..	9,289 75
Sept. 4....	349	R. M. News Pub. Co.....	Advertising	84 95
Sept. 4....	350	Republican Pub. Co.....	Advertising.....	84 95
Sept. 4....	351	William Martin.....	Services as expert.....	50 00
Sept. 31....	352	John L. Routt.....	Manager's compensation..	208 33
Sept. 31....	353	Otto Mears.....	Manager's compensation..	208 33
Sept. 31....	354	Benj. F. Crowell.....	Manager's compensation..	208 33

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1889				
Sept. 31....	355	Chas. J. Hughes, Jr.	Manager's compensation..	\$ 208 33
Sept. 31....	356	Peter Gumry.....	Salary as Superintendent..	208 33
Sept. 31....	357	Thomas Mullen.....	Salary as Asst. Supt.	166 65
Sept. 31....	358	Herman Lueders.....	Salary as Secretary.....	166 65
Oct. 2.....	359	Denver & Rio Grande Ry. Co.	Testing brick.....	1 65
Oct. 2.....	360	R. W. Stewart & Co.....	Lumber	10 05
Oct. 2.	361	D. W. Miller.....	Office expenses, Sec'y . . .	3 75
Oct. 2....	362	Wm. Martin.....	Services as Expert.....	20 00
Oct. 2.....	363	Geddis & Seerie.....	15th Est., superstructure ..	28,541 73
Oct. 31....	364	John L. Routt.....	Manager's compensation..	208 33
Oct. 31....	365	Otto Mears.....	Manager's compensation..	208 33
Oct. 31....	366	Benj. F. Crowell	Manager's compensation..	208 33
Oct. 31....	367	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
Oct. 31.	368	Peter Gumry.....	Salary as Superintendent..	391 67
Oct. 31....	369	Thomas Mullen.....	Salary as Asst. Supt.	166 65
Oct. 31....	370	Herman Lueders.....	Salary as Secretary.....	166 65
Nov. 6....	371	Geddis & Seerie.	16th Est., superstructure..	35,512 46
Nov. 6....	372	Lane Bridge & Iron Works..	1st Est., steel beams.	2,365 64
Nov. 6....	373	The Times Co.....	Advertising	105 65
Nov. 6....	374	Republican Job Rooms	Printing	77 25
Nov. 6.	375	W. H. Lawrence & Co.	Office supplies, Supt	5 65
Nov. 6....	376	H. Lueders.....	Office supplies, Sec'y	21 90
Nov. 30....	377	John L. Routt.....	Manager's compensation..	208 33
Nov. 30....	378	Otto Mears.....	Manager's compensation..	208 33
Nov. 30....	379	Benj. F. Crowell.....	Manager's compensation..	208 33
Nov. 30....	380	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
Nov. 30....	381	Peter Gumry.....	Salary as Superintendent..	300 00
Nov. 30....	382	Thomas Mullen.....	Salary as Asst. Supt.	166 75
Nov. 30....	383	Herman Lueders.....	Salary as Secretary.....	166 70
Dec. 4.....	384	Geddis & Seerie.....	17th Est., superstructure ..	22,593 48
Dec. 4.....	385	Lane Bridge & Iron Works..	2d Est., steel beams	4,712 97
Dec. 4.	386	John S. Titcomb.....	Capitol bldg. grounds....	75 00
Dec. 4.....	387	R. W. Stewart & Co.....	Lumber	24 87

LIST OF VOUCHERS--*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1889				
Dec. 4. . . .	388	Republican Pub. Co.	Printing	\$ 115 00
Dec. 4. . . .	389	Colorado Telephone Co.	Office expenses, Sec'y	14 60
Dec. 4. . . .	390	Peter Gumry	Office expenses, Supt.	21 05
Dec. 10. . . .	391	Thomas Scanlan.	Capitol bldg. grounds.	191 00
Dec. 24. . . .	392	William Ford.	Capitol bldg. grounds.	800 00
Dec. 31. . . .	393	John L. Routt.	Manager's compensation. . . .	208 33
Dec. 31. . . .	394	Otto Mears.	Manager's compensation. . . .	208 33
Dec. 31. . . .	395	Benj. F. Crowell.	Manager's compensation. . . .	208 33
Dec. 31. . . .	396	Chas. J. Hughes, Jr.	Manager's compensation. . . .	208 33
Dec. 31. . . .	397	Peter Gumry.	Salary as Superintendent. . . .	300 00
Dec. 31. . . .	398	Thomas Mullen.	Salary as Asst. Supt.	166 65
Dec. 31. . . .	399	Herman Lueders.	Salary as Secretary.	166 65
1890				
Jan. 2. . . .	400	Geddis & Seerie.	18th Est., superstructure. . . .	29,094 67
Jan. 2. . . .	401	Geddis & Seerie.	Alterations, etc.	255 65
Jan. 2. . . .	402	Lane Bridge & Iron Works. . . .	3d Est., steel beams	920 98
Jan. 2. . . .	403	F. A. Taylor.	Services as expert	250 00
Jan. 2. . . .	404	W. F. Robinson & Co.	Stationery	18 00
Jan. 2. . . .	405	H. Lueders.	Office expenses, Sec'y.	11 75
Jan. 28. . . .	406	William Ford.	Capitol bldg. grounds.	130 50
Jan. 31. . . .	407	John L. Routt.	Manager's compensation. . . .	208 33
Jan. 31. . . .	408	Otto Mears.	Manager's compensation. . . .	208 33
Jan. 31. . . .	409	Benj. F. Crowell.	Manager's compensation. . . .	208 33
Jan. 31. . . .	410	Chas. J. Hughes, Jr.	Manager's compensation. . . .	208 33
Jan. 31. . . .	411	Peter Gumry.	Salary as Superintendent. . . .	300 00
Jan. 31. . . .	412	Thomas Mullen.	Salary as Asst. Supt.	166 65
Jan. 31. . . .	413	Herman Lueders.	Salary as Secretary.	166 65
Feb. 13. . . .	414	Geddis & Seerie.	19th Est., superstructure. . . .	20,343 85
Feb. 13. . . .	415	Lane Bridge & Iron Works. . . .	4th estimate, steel beams. . . .	258 14
Feb. 13. . . .	416	W. J. Godfrey & Co.	1st estimate, iron columns and ventilators.	1,289 25
Feb. 13. . . .	417	Colorado Telephone Co.	Office expenses, Sec'y.	20 00
Feb. 13. . . .	418	The Stone & Locke Book and Stationery Co.	1 frame, and repairing de- sign.	15 00

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1890				
Feb. 13.....	419	Chain, Hardy & Co.....	One set office books.....	\$ 11 80
Feb. 13.....	420	The Times Co.....	Advertising.....	33 40
Feb. 13.....	421	Herman Lueders.....	Office expenses, Sec'y.....	2 65
Feb. 13.....	422	R. M. News Printing Co.....	Advertising.....	21 05
Feb. 28.....	423	John L. Routt.....	Manager's compensation..	208 33
Feb. 28....	424	Otto Mears.....	Manager's compensation..	208 33
Feb. 28.....	425	Benj. F. Crowell.....	Manager's compensation..	208 33
Feb. 28.....	426	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
Feb. 28.....	427	Peter Gumry.....	Salary as Superintendent..	300 00
Feb. 28. .	428	Thomas Mullen.....	Salary as Asst. Supt. . . .	166 66
Feb. 28.....	429	Herman Lueders.....	Salary as Secretary.....	166 66
March 5....	430	Geddis & Seerie.....	20th Est., superstructure..	15,491 74
March 5....	431	Lane Bridge & Iron Works..	5th estimate, steel beams..	2,576 52
March 5....	432	Colorado Iron Works.....	Section of stack.....	49 65
March 5....	433	Republican Publishing Co..	Advertising.....	22 50
March 5. .	434	Collier & Cleaveland Lith Co.	Office expenses.....	13 50
March 5....	435	E. A. Hutchens.....	Work on safe.....	14 25
March 5....	436	W. J. Godfrey & Co.....	Est. No. 2, iron columns..	1,380 60
March 5....	437	W. J. Godfrey & Co.....	Ventilators.....	182 20
March 31...	438	John L. Routt.....	Manager's compensation .	208 34
March 31...	439	Otto Mears.....	Manager's compensation..	208 34
March 31...	440	Benj. F. Crowell.....	Manager's compensation..	208 34
March 31...	441	Chas. J. Hughes, Jr.....	Manager's compensation..	208 34
March 31...	442	Peter Gumry.....	Salary as Superintendent..	300 00
March 31...	443	Thomas Mullen.....	Salary as Ass't. Supt. . . .	166 66
March 31...	444	Herman Lueders.....	Salary as Secretary.....	166 66
April 2....	445	Geddis & Seerie.....	21st Est., superstructure..	26,680 48
April 2....	446	W. J. Godfrey & Co.....	Ventilators.....	332 60
April 2....	447	W. J. Godfrey & Co.....	3d estimate, iron columns	945 00
April 2....	448	Lane Bridge & Iron Works..	6th estimate, steel beams..	5,972 71
April 2....	449	Chain, Hardy & Co.....	Office expenses, Sec'y.....	5 15
April 30...	450	John L. Routt.....	Manager's compensation..	208 33
April 30...	451	Otto Mears.....	Manager's compensation..	208 33

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1890				
April 30....	452	Benj. F. Crowell.....	Manager's compensation..	\$ 208 33
April 30....	453	Chas. J. Hughes, Jr.	Manager's compensation..	208 33
April 30....	454	Peter Gumry	Salary as Superintendent..	300 00
April 30....	455	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
April 30....	456	Herman Lueders.....	Salary as Secretary	166 65
May 7.....	457	Geddis & Seerie	22d Est., superstructure...	33,854 84
May 7.....	458	W. J. Godfrey & Co.....	Ventilators	161 35
May 7.....	459	Peter Gumry.....	Office expenses, Supt.	15 55
May 7.....	460	Daniels & Fisher.....	Office expenses, Sec'y.....	2 00
May 7.....	461	W. J. Godfrey & Co.....	Ventilators	2 76
May 7.....	462	The Times Co.	Advertising	34 65
May 7.....	463	Republican Publishing Co...	Advertising	45 50
May 7.....	464	R. M. News Printing Co ...	Advertising	37 15
May 31.....	465	John L. Routt.....	Manager's compensation..	208 33
May 31. ...	466	Otto Mears.....	Manager's compensation..	208 33
May 31.....	467	Benj. F. Crowell.....	Manager's compensation..	208 33
May 31.....	468	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
May 31.....	469	Peter Gumry	Salary as Superintendent..	300 00
May 31.....	470	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
May 31.....	471	Herman Lueders.....	Salary as Secretary.....	166 66
June 4....	472	Geddis & Seerie.....	23d Est., superstructure...	39,074 39
June 4....	473	Lane Bridge & Iron Works..	7th Est., steel beams....	1,881 52
June 4....	474	W. H. Lawrence & Co.	Office expenses, Supt.	19 55
June 4....	475	Herman Lueders.....	Office expenses, Secretary..	8 95
June 17....	476	Quinlan & Co.....	Capitol bldg. grounds.....	902 00
June 30....	477	John L. Routt.	Manager's compensation..	208 33
June 30....	478	Otto Mears.....	Manager's compensation..	208 33
June 30 ...	479	Benj. F. Crowell.....	Manager's compensation..	208 33
June 30....	480	Chas. J. Hughes, Jr.....	Manager's compensation..	208 33
June 30....	481	Peter Gumry.....	Salary as Superintendent..	300 00
June 30....	482	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
June 30....	483	Herman Lueders.....	Salary as Secretary	166 66
July 2.....	484	Geddis & Seerie.....	24th Est., superstructure ..	37,829 57

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1890				
July 2.....	485	Lane Bridge & Iron Works..	5th Est., steel beams.....	\$1,000 00
July 2.....	486	The Times Co.	Advertising.....	41 50
July 2....	487	Republican Publishing Co..	Advertising.....	54 00
July 2.	488	R. M. News Printing Co....	Advertising.....	54 00
July 2.....	489	Colorado Telephone Co.	Office expenses, Secretary..	20 00
July 2....	490	R. M. News Printing Co....	Advertising.....	38 75
July 2.....	491	Herman Lueders.....	Exp. laying corner stone..	43 00
July 31.....	492	John L. Routt.....	Manager's compensation..	208 34
July 31....	493	Otto Mears.	Manager's compensation..	208 34
July 31.	494	Benj. F. Crowell.	Manager's compensation..	208 34
July 31.....	495	Chas. J. Hughes, Jr.	Manager's compensation..	208 34
July 31.....	496	Peter Gumry.....	Salary as Superintendent..	300 00
July 31....	497	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
July 31.....	498	Herman Lueders.....	Salary as Secretary.....	166 65
August 6..	499	Geddis & Seerie.....	25th Est., superstructure..	37,991 51
August 6..	500	Lane Bridge & Iron Works. .	9th Est., steel beams.....	1,449 07
August 6..	501	W. J. Godfrey & Co.....	5th Est., iron columns.....	378 00
August 6..	502	Geddis & Seerie.....	Cutting and polishing cor. stone, brick, and grouting	741 10
August 6..	503	Lane Bridge & Iron Works..	Labor.....	35 10
August 6..	504	R. W. Stewart & Co.	Lumber.	47 20
August 6..	505	Herman Lueders.	Office expenses, Secretary..	2 00
August 6..	506	Greiner & Schuetze.....	Capitol building grounds..	500 00
August 31..	507	John L. Routt.....	Manager's compensation..	208 35
August 31..	508	Otto Mears.	Manager's compensation..	208 35
August 31..	509	Benj. F. Crowell.....	Manager's compensation..	208 35
August 31..	510	Chas. J. Hughes, Jr.	Manager's compensation..	208 35
August 31..	511	Peter Gumry.....	Salary as Superintendent..	300 00
August 31..	512	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
August 31..	513	Herman Lueders.....	Salary as Secretary.....	166 66
Sept. 3....	514	Geddis & Seerie.....	26th Est., superstructure..	27,313 89
Sept. 3....	515	Geddis & Seerie.....	Grouting walls.....	364 72
Sept. 3....	516	W. H. Brisbane, Treasurer...	Coins for corner stone.....	39 40

LIST OF VOUCHERS—*Continued.*

DATE.	NO.	TO WHOM PAID.	WHAT FOR.	AMOUNT.
1890				
Sept. 3....	517	Collier & Cleveland Lith Co.	Bonds.....	\$ 220 00
Sept. 3....	518	Harry Tarbell.....	Bonds.....	153 45
Sept. 3....	519	Hughes & Keith S. S. Co.....	Lamp for office.....	6 00
Sept. 3....	520	W. H. Lawrence & Co.....	Office expenses, Secretary..	13 55
Sept. 30....	521	John L. Rountt.....	Manager's compensation..	208 34
Sept. 30....	522	Otto Mears.....	Manager's compensation..	208 34
Sept. 30....	523	Benj. F. Crowell.....	Manager's compensation..	208 34
Sept. 30....	524	Chas. J. Hughes, Jr.....	Manager's compensation..	208 34
Sept. 30....	525	Peter Gumry.....	Salary as Superintendent..	300 00
Sept. 30....	526	Thomas Mullen.....	Salary as Asst. Supt.....	200 00
Sept. 30....	527	Herman Lueders.....	Salary as Secretary.....	166 67
Oct. 1....	528	Geddis & Seerie.....	27th Est., superstructure..	24,340 80
Oct. 1....	529	Lane Bridge & Iron Works..	10th Est., steel beams.....	2,512 10
Oct. 1....	530	Geddis & Seerie.....	Grouting walls.....	251 47
Oct. 1....	531	Geddis & Seerie.....	Retained percentage on 6-cut work.....	2,480 00
Oct. 1....	532	R. W. Stewart & Co.....	Lumber.....	47 20
Oct. 1....	533	Colorado Telephone Co.....	Office expenses, Secretary..	20 00
Oct. 1....	534	Herman Lueders.....	Box rent.....	2 00
Oct. 31....	535	John L. Rountt.....	Manager's compensation..	208 34
Oct. 31....	536	Otto Mears.....	Manager's compensation..	208 34
Oct. 31....	537	Benj. F. Crowell.....	Manager's compensation..	208 34
Oct. 31....	538	Chas. J. Hughes, Jr.....	Manager's compensation..	208 34
Oct. 31....	539	Peter Gumry.....	Salary as Superintendent..	300 00
Oct. 31....	540	Thomas Mullen.....	Salary as Asst Supt.....	200 00
Oct. 31....	541	Herman Lueders.....	Salary as Secretary.....	166 66
Nov. 5....	542	Geddis & Seerie.....	28th Est., superstructure..	37,347 05
Nov. 5....	543	Lane Bridge & Iron Works..	11th Est., steel beams.....	2,981 62
Nov. 5....	544	The Colo. Iron Works, assign- ees W. J. Godfrey & Co....	6th Est., iron columns.....	1,089 00
Nov. 5....	545	Geddis & Seerie.....	Setting pipe, grouting, brick, etc.....	879 12
Nov. 5....	546	C. J. Reilly.....	Conductor pipes.....\$485.75 Y's and elbows..... 15.00	500 75
Nov. 5....	547	R. W. Stewart & Co.....	Lumber.....	105 41

LIST OF VOUCHERS—*Concluded.*

DATE.	NO.	TO WHOM PAID	WHAT FOR.	AMOUNT.
1890				
Nov. 5 . . .	548	Herman Lueders.	Office expenses, Secretary..	\$ 5 20
Nov. 30 . . .	549	John L. Routt	Manager's compensation..	208 33
Nov. 30 . . .	550	Otto Mears.	Manager's compensation..	208 33
Nov. 30 . . .	551	Benj. F. Crowell.	Manager's compensation..	208 33
Nov. 30 . . .	552	Chas. J. Hughes, Jr.	Manager's compensation..	208 33
Nov. 30 . . .	553	Peter Gumry.	Salary as Superintendent..	300 00
Nov. 30 . . .	554	Thomas Mullen	Salary as Asst. Supt.	200 00
Nov. 30 . . .	555	Herman Lueders.	Salary as Secretary.	166 65
Total				\$555,932 83

HERMAN LUEDERS, *Secretary.*

DENVER, Colorado, December 1, 1890.

All of which is respectfully submitted.

JOB A. COOPER, Chairman.

JOHN L. ROUTT.

OTTO MEARS.

BENJAMIN F. CROWELL.

CHARLES J. HUGHES, JR.

APPENDIX "A."

MODIFIED CONTRACT FOR THE WORKMANSHIP AND MATERIALS REQUIRED FOR THE STATE CAPITOL BUILDING OF THE STATE OF COLORADO—CHANGE FROM SANDSTONE TO GRANITE.

This memorandum of agreement, Made and entered into this 26th day of June, A. D. 1889, by and between the Board of Capitol Managers of the State of Colorado, party of the first part, and William Ford Geddis and David Duff Seerie, of the City of Denver and State of Colorado, parties of the second part:

Witnesseth, That whereas the above mentioned parties of the first and second part did, upon the fifth day of June, A. D. 1888, enter into an agreement in writing whereby said second parties obligated themselves to build the Colorado State Capitol building, at the City of Denver, Colorado, and for the consideration and according to the plans and specifications, and according to the conditions in said agreement specifically set out, which said agreement appears, in printed form, on pages 65 to 72, inclusive, of the Third Biennial Report of the Board of Capitol Managers to the General Assembly of the State of Colorado.

And whereas, Said contract and agreement provided that the superstructure of said Capitol building shall be built of stone from the Gunnison quarry, in Gunnison county, Colorado, thereby meaning that the superstructure of said Capitol building shall be built of sandstone;

And whereas, By an act of the Seventh General Assembly, entitled "An act to provide for the erection and completion of said Capitol building, at the City of Denver, and creating a Board of Management and Supervision," approved April 1st, 1889, and by a further act of said Assembly, entitled "An act relating to the construction of the State Capitol building, and appropriating funds therefor," approved April 6th, 1889, the said Board of Capitol Managers are directed to erect said superstructure of said Capitol building of granite instead of sandstone;

And whereas, The said act last above mentioned authorizes the Board of Capitol Managers to "make such changes in existing contracts as may be required by the proposed change of material;"

And whereas, The said Board of Capitol Managers have ordered and directed that said superstructure of said Capitol building shall be built of granite from the Zugelder quarry, on the Beaver creek, and about ten miles from the town of Gunnison, in Gunnison county, Colorado;

And whereas, It is agreed by and between the parties hereto that said contract shall be, and hereby is, modified to the extent that the material to be used in the erection of said superstructure of said Capitol building shall be the said granite above mentioned, in the place and stead of the sandstone mentioned therein;

And whereas, It has been ascertained by the said Board of Capitol Managers that the actual additional cost, at regular and fair prices, of completing said superstructure of said Capitol building out of said granite, instead of the sandstone mentioned in said contract, dated the fifth day of June, A. D. 1888, is the sum of \$471,396.75;

Now, therefore, In consideration of the premises, and of the further consideration of the sum of four hundred and seventy-one thousand three hundred and ninety-six dollars and seventy-five cents, which said sum the first party agrees to pay the second parties, in addition to the consideration provided for in the contract of June 5th, 1888, and at such times and under such conditions and restrictions as are provided in the said contract of June 5th, 1888, it is agreed by and between the parties hereto that Geddis & Seerie, parties of the second part, shall and will complete and finish the superstructure of the said State Capitol building out of granite from the Zugelder

quarry, situate on the Beaver creek, about ten miles from the Town of Gunnison, in Gunnison county, Colorado, using said granite in lieu and place of sandstone wherever by said contract, or by any specification, writing or other paper made part thereof, or referred to therein, the said parties of the second part were allowed or required to use sandstone.

It is further expressly understood and agreed by and between the parties hereto, That the sole object and intent of this agreement is to modify said contract, dated June 5th, 1888, to the extent only of substituting said above-described granite for the sandstone mentioned in said contract, and of paying the contractors the reasonable increased cost arising by reason of said substitution, but that said contract shall be and remain in full force and effect in every other particular, specification, condition and provision, and said contract, with all its said particulars, specifications, conditions and provisions, is here made a part of this agreement the same as it were fully set forth herein, except to the extent of the modification aforesaid.

It is further stipulated and agreed by and between the parties hereto, That this contract shall not take effect or be in force until the parties of the second part shall give a good and sufficient bond, with security, to be approved by the party of the first part, in the sum of three hundred thousand dollars (\$300,000).

Conditioned, That the said parties of the second part will fully complete and perform all the obligations of this agreement, and of the agreement made a part hereof; said bond to run to the People of the State of Colorado.

In witness whereof, The parties hereto have set their proper hands and seals, in duplicate, the day and year first above written.

THE BOARD OF CAPITOL MANAGERS.

By JOB A. COOPER, [SEAL]

Governor and Ex officio Chairman.

WILLIAM FORD GEDDIS. [SEAL]

DAVID DUFF SEERIE. [SEAL]

Executed by order of the Board of Capitol Managers.

DONALD W. CAMPBELL, *Secretary.*

BOND OF MESSRS. GEDDIS & SEERIE, CONTRACTORS.

Know all men by all these presents, That we, William Ford Geddis and David Duff Seerie, of the City of Denver, and State of Colorado, as principals, and Erastus F. Hallack and Mortimer J. Lawrence, of the County of Arapahoe, and State of Colorado, as sureties, are held and firmly bound unto the People of the State of Colorado in the sum of three hundred thousand dollars (\$300,000), good and lawful money of the United States, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors and administrators, jointly, severally and firmly by these presents. Sealed with our seals and dated this 26th day of June, 1889.

The conditions of the above obligation are such, That whereas the above bounden William Ford Geddis and David Duff Seerie did, on the fifth day of June, A. D. 1888, execute and sign a certain contract, wherein said William Ford Geddis and David Duff Seerie became the parties of the second part, and the Board of Capitol Managers of the State of Colorado became party of the first part, the object and intent of said contract being to supply all of the workmanship and materials for all stone and all stone-work, and all brick and all brick-work required for the State Capitol building of the State of Colorado, at the City of Denver, according to the plans, specifications

and detail drawings furnished by E. E. Myers, Architect, Detroit, Michigan, which were signed and executed on the same day by the same parties, to-wit:

The Board of Capitol Managers, party of the first part, and William Ford Geddis and David Duff Seerie, parties of the second part.

And whereas, The said contract, dated June 5, 1888, was, by the said Board of Capitol Managers and by the said Geddis and Seerie, on the 26th day of June, 1889, modified by the execution of another and additional contract, whereby the contract dated June 5, 1888, was changed in the particular that the sandstone mentioned therein was not to be used, but that granite was to be substituted in lieu and stead thereof, in erecting the superstructure of said Capitol building; and whereby the said Geddis and Seerie were to receive from the Board of Capitol Managers additional compensation for said change of material; and whereby it was provided that all other provisions of said contract, dated June 5, 1888, were to remain in full force and effect and be a part of said additional contract; all which matters and things fully appear in said contract, dated the 26th day of June, 1889.

Now, therefore, If the above bounden, William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly perform, fulfill and keep each and all of the covenants and agreements specified and contained in said certain contract, dated the 5th day of June, 1888, as aforesaid, between parties aforesaid, as well as those contained and specified in certain plans and specifications, signed and executed as aforesaid, and mentioned and made a part of said contract, and each and all of them, as said contract has been changed and modified by said contract dated the 26th day of June, 1889, by and between the parties aforesaid; and if the above bounden, William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly perform, fulfill and keep each and all of the covenants and agreements specified and contained in said certain contract dated the 26th day of June, 1889; and if the said William Ford Geddis and David Duff Seerie, their heirs, executors, administrators and assigns, or any of them, shall well and truly keep and perform each and every obligation, covenant and agreement which ought to be performed, fulfilled and kept, according to the true intent and meaning of said contracts and each of them, then the above obligation shall be void; otherwise to remain in full force and effect.

WILLIAM FORD GEDDIS. [SEAL]
DAVID D. SEERIE. [SEAL]
ERASTUS F. HALLACK. [SEAL]
MORTIMER J. LAWRENCE. [SEAL]

STATE OF COLORADO, }
ARAPAHOE COUNTY. } ss.

Erastus F. Hallack and Mortimer J. Lawrence, being duly sworn, depose and say, each for himself, that he is the identical Erastus F. Hallack and Mortimer J. Lawrence who signed his name as one of the sureties on the bond of William Ford Geddis and David Duff Seerie, to which this affidavit is attached; that he is the owner and possessed of property in the State of Colorado in the sum of three hundred thousand dollars (\$300,000) over and above all liabilities, incumbrances and exemptions allowed by the laws of the State of Colorado.

ERASTUS F. HALLACK.
MORTIMER J. LAWRENCE.

Subscribed and sworn to before me this 26th day of June, 1889.

CARLOS WOOD, *Notary Public*.

My commission expires May 18, 1893.

The within and foregoing bond was approved by order of the Board of Capitol Managers, June 26, 1889.

DONALD W. CAMPBELL, *Secretary*.

APPENDIX "B."

CONTRACT FOR ROLLED-STEEL BEAMS, COMPOUND GIRDERS, ETC.

This memorandum of agreement, Made and entered into this 13th day of July, 1889, by and between the Board of Capitol Managers of the State of Colorado, party of the first part, and the Lane Bridge and Iron Works, of Chicago, Ills., party of the second part :

Witnesseth, That the said The Lane Bridge and Iron Works, parties of the second part, for and in consideration of covenants and agreements hereinafter mentioned, doth for itself, its successors and assigns, covenant, promise and agree to and with the said party of the first part, that it, the said party of the second part, will furnish all steel beams, channels, compound girders, tie rods, fish plates, angle bars, angle braces, bolts, nuts, and all necessary fittings to finish and complete, in place, the first, second and third-story floors of the Colorado State Capitol building.

And it is expressly understood and agreed :

1st. All beams and channels which are required to construct the three floors of the building, which are not shown on the plans or mentioned in the specifications, but which may be legitimately inferred from the plans as necessary to the construction of the three floors of the building, shall be furnished by the contractors as a part of this contract, without extra pay; but this is not to include extra work, which may be found to be either necessary or desirable, which could not be inferred from the plans, and which is not referred to in the specifications.

2d. Beams, channels, compound girders, tie rods, fish plates, and all fittings, shall be thoroughly cleaned and entirely free from rust, in which condition they shall be coated with hot coal-tar. The coal tar shall be applied after delivery on the Capitol grounds and inspection by the Superintendent.

3d. The contractor furnishing and setting the beams shall make all necessary connections with the cast-iron columns, after the said columns are set in place by the contractor for that work.

4th. The tie rods of all beams which have a depth of ten inches, or more, shall be put through the web of the beam, at a height of seven inches above the bottom of the beam, and shall be fastened with nuts.

5th. That in all and every other particular and detail, said material shall be furnished according to the printed plans and specifications of E. E. Myers for said Capitol building, and this day signed by the respective parties hereto, wherein in any particular said plans and specifications relate to such material, or to the general obligations of contractors ; it being understood that the beams to be furnished hereunder shall be as near the said plans and specifications as are now rolled in American mills.

First party agrees to pay the party of the second part, for said material so to be furnished as aforesaid, the sum of thirty-two thousand eight hundred and seventy-eight dollars (\$32,878).

Payments of said sum shall be made monthly, upon the estimate of the Superintendent of the work on said Capitol building, of the amount of said material on hand.

The said party of the first part shall reserve each month ten per centum of the amount due, according to the aforesaid estimate, until the entire completion of this contract. Should it be necessary or expedient, for any reason, to increase or use more of the quantity of said material than is provided for in this contract, then and in that case said second party shall furnish such material at and for the price of four dollars

and seventy-nine cents (\$1.79) per hundred weight, and according to the terms and conditions as to the manner and time of delivery, as herein provided.

In witness whereof, The parties have hereto set their proper hands and seals, in duplicate, the day and year first above mentioned.

THE BOARD OF CAPITOL MANAGERS,

By JOB A. COOPER,

Governor and ex officio Chairman.

Attest: DONALD W. CAMPBELL, *Secretary.*

THE LANE BRIDGE AND IRON WORKS,

Witness: JOHN M. OLSEN.

P. E. LANE, *Proprietor.*

Subscribed and sworn to before me this 27th day of July, 1889.

FRANK P. SHELDON, *Notary Public.*

BOND OF THE LANE BRIDGE AND IRON WORKS, CONTRACTORS.

Know all men by these presents, That The Lane Bridge and Iron Works, of the City of Chicago, Illinois, as principals, and William Ford Geddis and David Daff Seerie, of the City of Denver, Colorado, as sureties, are held and firmly bound unto the People of the State of Colorado, in the sum of eight thousand five hundred dollars (\$8,500), good and lawful money of the United States, to be paid to the said the People of the State of Colorado; for which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 13th day of July, 1889.

The conditions of the above obligations are such, That whereas the above bounden, The Lane Bridge and Iron Works, did, on the 13th day of July, 1889, execute and sign a certain contract, wherein the said The Lane Bridge and Iron Works, became the party of the second part, and the Board of Capitol Managers of the State of Colorado, became party of the first part; the object and intent of said contract being to furnish steel beams, channels, compound girders, and other things in said contract mentioned, for the first, second and third-story floors of the Colorado State Capitol building.

Now, therefore, If the above bounden, The Lane Bridge and Iron Works, its successors, or any of them, shall well and truly perform, fulfill and keep each and all the covenants and agreements specified and contained in said certain contract dated July 13th, 1889, as aforesaid, between the parties aforesaid, as well as those contained and specified in certain plans and specifications referred to in said contract, and mentioned and made part thereof, and each and all of them; and if the said The Lane Bridge and Iron Works, and its successors, shall well and truly keep and perform each and every obligation, covenant and agreement which ought to be performed, fulfilled and kept, according to the true intent and meaning, then the above obligation shall be void; otherwise to remain in full force and effect.

LANE BRIDGE AND IRON WORKS,

P. E. LANE, *Proprietor*;

By C. R. LANE, *Attorney-in-Fact.*

WILLIAM F. GEDDIS.

DAVID D. SEERIE.

STATE OF COLORADO, }
COUNTY OF ARAPAHOE, } ss.

William Ford Geddis and David Duff Seerie, being first duly sworn, depose and say, each for himself, and not one for the other, that he is the identical William Ford Geddis and David Duff Seerie who signed his name as one of the sureties of the bond of The Lane Bridge and Iron Works, to which this affidavit is attached; that he is the owner of and possessed of property in the sum of eight thousand five hundred dollars (\$8,500), over and above all liabilities, debts, incumbrances and exemptions allowed by the laws of the State of Colorado.

WILLIAM F. GEDDIS.

DAVID D. SEERIE.

Subscribed and sworn to before me this 13th day of July, 1889.

A. J. FOWLER, *Notary Public*.

My commission expires April 12th, 1891.

Know all men by these presents, That I, P. E. Lane, of the City of Chicago, County of Cook, in the State of Illinois, have made, constituted and appointed, and by these presents do make, constitute and appoint Charles R. Lane, of the City of Topeka, County of Shawnee, and State of Kansas, true and lawful attorney for myself, and in my name, place and stead to submit proposals for building bridges, iron for buildings, and structural iron and steel of all kinds; to execute contracts and bonds for buildings, bridges and construtural iron or steel; to order or buy materials, to collect moneys, receive bonds, warrants, orders, or moneys in settlement for bridges, buildings—structural, or for payments on other material; giving and granting unto Charles R. Lane, said attorney, full power and authority to do and perform every act and thing whatsoever, requisite and necessary to be done, as fully, to all intents and purposes, as I myself might or could do if personally present at the doing thereof, with full power of substitution and revocation; hereby ratifying and confirming all that the said attorney, or his substitute, shall lawfully do, or cause to be done, by virtue thereof.

In testimony whereof, I have hereunto set my hand and seal this 27th day of July, 1889.

P. E. LANE. [SEAL]

Signed, sealed and delivered in presence of

JOHN M. OLSEN.

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, Frank P. Sheldon, a Notary Public in and for and residing in the said county, in the State aforesaid, do hereby certify that P. E. Lane, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

FRANK P. SHELDON, *Notary Public*.

APPENDIX "C."

CONTRACT FOR CAST-IRON COLUMNS.

This memorandum of agreement, Made and entered into this fifteenth day of July, 1889, by and between the Board of Capitol Managers of the State of Colorado, party of the first part, and Walter J. Godfrey and Thomas Quinn, co-partners, doing business as W. J. Godfrey & Co., of the City of Denver, Colorado, parties of the second part:

Witnesseth, That the said Walter J. Godfrey and Thomas Quinn, co-partners as aforesaid, parties of the second part, for and in consideration of the covenants and agreements hereinafter mentioned, doth, for themselves, their heirs, executors and administrators, covenant, promise and agree to and with the said party of the first part, that they will, as the same may be required in the progress of the erection of the State Capitol building at Denver, Colorado, but in no event later than eighteen months from this date, furnish and supply one hundred and twenty-two (122) cast-iron columns for the basement, and the first, second and third stories of said Capitol building.

The thickness of metal, in any part of the shell or shaft of the columns, shall not be less than three-quarters of one inch, but shall be otherwise strictly as required by the printed specifications and plans.

All the columns, with their caps, bases and ornaments, shall be delivered on the Capitol grounds before any paint shall be applied to them, so that the Superintendent can make a satisfactory examination of the metal and casting; upon acceptance by the Superintendent, the contractor shall clean the metal and put on a coat of paint, in accordance with the printed specifications.

These cast-iron columns shall be set and finished complete, in the places in the building indicated in the plans, and to the satisfaction of the Superintendent.

In all and every other particular and detail, said columns shall be furnished according to the printed plans and specifications of E. E. Myers for said Capitol building, and this day signed by the respective parties hereto, wherever in any particular said plans and specifications relate to such columns, or to the general obligations of contractors.

First party agrees to pay the parties of the second part for said columns, so to be furnished as aforesaid, the sum of thirteen thousand four hundred and fifty dollars (\$13,450).

Payments of said sum shall be made monthly, upon the estimate of the Superintendent of the work of said Capitol building, of the amount of said columns on hand.

The first party shall reserve each month ten per centum of the amount due, according to the aforesaid estimate, until the entire completion of this contract.

Should it be necessary or expedient, for any reasons, to increase or decrease the weight or quantity of such columns, over or under the weight or quantity provided for by this contract, then and in that case there shall be added to or deducted from the above provided contract, as the case may be, three and one-fifth cents a pound for each pound of such increase or decrease.

In witness whereof, The parties have hereto set their proper hands and seals, in duplicate, the day and year first above written.

THE BOARD OF CAPITOL MANAGERS,

By JOB A. COOPER,

Governor and ex officio Chairman.

WALTER J. GODFREY, }
THOMAS QUINN, } W. J. GODFREY & CO.

Attest: DONALD W. CAMPBELL, *Secretary.*

BOND OF MESSRS. W. J. GODFREY & CO., CONTRACTORS.

Know all men by these presents, That we, Walter J. Godfrey and Thomas Quinn, doing business under the firm name of W. J. Godfrey & Co., as principals, and Thomas Nicholl and E. B. Annis, as sureties, all of the City of Denver, County of Arapahoe, and State of Colorado, are held and firmly bound unto the People of the State of Colorado in the sum of three thousand and five hundred dollars (\$3,500), good and lawful money of the United States, to be paid to the said People of the State of Colorado, or their assigns; for which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifteenth day of July, A. D. 1889.

The condition of the above obligation is such, That whereas the above bounden, Walter J. Godfrey and Thomas Quinn, did, on the..... day of July, 1889, execute and sign a certain contract, wherein said Walter J. Godfrey and Thomas Quinn became the party of the second part, and the Board of Capitol Managers, who, acting for and in behalf of the People of the State of Colorado, by virtue and in pursuance of an Act of the Seventh General Assembly of the State of Colorado, entitled "An act to provide for the erection and completion of a State Capitol building at the City of Denver, and creating a Board of Management and Supervision," approved April 1, 1889, are parties of the first part, the object and intent of said contract being the furnishing of 122 cast-iron columns for the erection of said Capitol building, and for any extra weight or castings which may be ordered for said building by the first party to said contract, in accordance with certain plans and specifications which were signed and executed the same day by the said parties, to-wit: The Board of Capitol Managers, party of the first part, and Walter J. Godfrey and Thomas Quinn, co-partners, doing business under the firm name and style of W. J. Godfrey & Co., party of the second part.

Now, therefore, If the above bounden, Walter J. Godfrey and Thomas Quinn, their heirs, executors, administrators and assigns, or any of them, shall well and truly perform, fulfill and keep each and all of the covenants and agreements specified and contained in a certain contract dated the fifteenth day of July, A. D. 1889, aforesaid, as well as those contained and specified in certain plans and specifications, signed and executed as aforesaid and mentioned in and made a part of said contract, and each and all of them; and if the said Walter J. Godfrey and Thomas Quinn, their heirs, executors, administrators or assigns, or any of them, shall well and truly keep and perform each and every obligation, covenant and agreement which ought to be performed, kept and fulfilled, according to the terms, intent and meaning of said contract, then the above obligation shall be void; otherwise to remain in full force and virtue.

WALTER J. GODFREY. [SEAL]
 THOMAS QUINN. [SEAL]
 THOMAS NICHOLL. [SEAL]
 E. B. ANNIS. [SEAL]

STATE OF COLORADO, }
 COUNTY OF ARAPAHOE. } ss.

Thomas Nicholl and E. B. Annis, being first duly sworn, each for himself, upon his oath says that he is the identical Thomas Nicholl and E. B. Annis who signed his name as one of the sureties to the bond of Walter J. Godfrey and Thomas Quinn, to which bond this affidavit is attached; that he is the owner and possessed of property in the sum of three thousand five hundred dollars (\$3,500) over and above all liabilities, debts, incumbrances and exemptions allowed by the laws of the State of Colorado.

THOMAS NICHOLL.
 E. B. ANNIS.

Subscribed and sworn to before me this fifteenth day of July, A. D. 1889.

ALFRED L. XODDER, *Notary Public.*

My commission expires July 9, 1890.

APPENDIX "D."

ASSIGNMENT OF CONTRACT FOR IRON COLUMNS FROM W. J. GODFREY & CO. TO THE COLORADO IRON WORKS.

DENVER, COLO., October 15th, 1890.

For value received, we hereby sell, assign and transfer to The Colorado Iron Works all our right, title and interest in and to a certain contract, made by us with the Board of Capitol Managers of the State of Colorado, dated July 15, 1889, for furnishing cast-iron columns for the State Capitol building; and hereby authorize and direct said Board of Capitol Managers to pay to said Colorado Iron Works all moneys of any kind now due, or which may hereafter become due to us by reason of said contract.

W. J. GODFREY & CO.

We hereby accept said assignment of said contract, and agree to carry out the same according to the terms and conditions thereof, the same as if originally made by us.

COLORADO IRON WORKS,

T. W. NESMITH, *President*.

We consent to said assignment of said contract to The Colorado Iron Works; and hereby agree to be holden as securities for said Colorado Iron Works for the performance thereof, according to the terms and conditions of the bond heretofore executed by us with W. J. Godfrey & Co.

THOMAS NICHOLL.

E. B. ANNIS.

We consent to the assignment of said contract of W. J. Godfrey & Co. to the Colorado Iron Works, under the conditions herein above specified.

JOB A. COOPER,

Governor and Chairman of the Board of Capitol Managers.

APPENDIX "E."

LEASE OF THE ZUGELDER GRANITE QUARRY.

This Indenture, Made this 13th day of May, in the year of our Lord one thousand eight hundred and eighty-nine, between F. G. Zugelder, L. F. Zugelder, J. M. Walter, W. J. Walter, G. J. Zugelder, M. J. Zugelder, Leonard Zugelder and J. B. Gleichauf, lessors, and William F. Geddis and David D. Seerie, composing the firm of Geddis & Seerie, lessees:

Witnesseth, That the said lessors, for and in consideration of the covenants and agreements hereinafter mentioned, and by the said lessees to be paid, kept and performed, have granted, demised and let, and by these presents do grant, demise and let

unto the said lessees, all the following described granite quarry and premises, situate in Beaver creek mining district, County of Gunnison, State of Colorado, to-wit :

The Beaver granite placer claim, bounded and described as follows: Beginning at stake at corner No. 1, whence N. E. cor. Sec. 5, Tp. 48 N., R. 1 W., N. M. P. M., bears N. 63° 26' E. 2949 feet, and running thence S. 1320 ft. to cor. No. 2; thence E. 1320 ft. to cor. No. 3; thence S. 1320 ft. to cor. No. 4; thence E. 1320 ft. to cor. No. 5; thence N. 1320 ft. to cor. No. 6; thence E. 1320 ft. to cor. No. 7; thence N. 1320 ft. to cor. No. 8; thence W. 3960 ft. to cor. No. 1, to place of beginning, being the S. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$, and the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 5; also, the S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of Sec. 4, all in Tp. 48 N., R. 1 W., N. M. P. M. Said claim was located on the 16th day of April, 1889, and duly recorded in the office of the Clerk and Recorder in and for Gunnison county, State of Colorado, in book 71, page 466, to which location certificate reference is hereby made for a more definite description of said claim.

Together with the appurtenances thereunto belonging, for the purpose of quarrying granite therefrom for use in the construction of the State Capitol building of the State of Colorado; to have and to hold, unto the said lessees, for the term of five (5) years from the date thereof, expiring at noon on the 13th day of May, 1894, unless said Capitol building shall be sooner completed, and unless sooner forfeited or determined through the violation of any covenants hereinafter against the said lessees reserved.

It is expressly provided, That if the State Capitol building, now in course of erection at Denver, Colorado, shall not be completed during the term of five (5) years, then the said term is hereby extended during the construction and until the completion of the said State Capitol building.

It is further expressly stipulated and agreed by the lessors, that the lessees shall have the right and privilege to quarry and take from said granite quarry and premises all the granite necessary for the construction of said State Capitol building, and such granite as may be used in, about and upon the Capitol grounds for fencing, steps, platforms, etc., free of charge and without royalty, but at the cost of the said lessees.

And in consideration of the said demise, the said lessees do covenant and agree with said lessors, as follows, to-wit :

To pay the lessors the sum of one dollar, the receipt whereof is hereby acknowledged.

To enter upon said quarry or premises, and work the same quarry-fashion, in manner necessary to good and economical quarrying, so as to take out the greatest amount of granite possible, with due regard to the safety, development and preservation of said premises as a workable quarry, and to the special covenants herein reserved.

To allow said lessors and their agents to enter upon and into all parts of said premises for the purpose of inspection.

To not assign this lease, or any interest thereunder, and not to sub-let the said premises, or any part thereof, without the written assent of said lessors, except as hereinafter provided; and not allow any person or persons, except the said lessees, their workmen and employees, to take or hold possession of said premises, or any part thereof, under any pretense whatever; and finally, that upon the violation of any covenant, or covenants herein reserved, the term of this lease shall, at the option of said lessors, expire, and the same and said premises, with the appurtenances, shall become forfeited to said lessors; and said lessors, or their agent, may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law; or at the option of the lessors, the said lessees and all persons found in occupation may be proceeded against as trespassers from beginning of said term, or as guilty of unlawful detainer.

It is also expressly stipulated and agreed by the lessors herein, that the said lessees may assign, sub-let or transfer this lease to the Board of Capitol Managers, for the purpose of securing to the State of Colorado the right to construct and complete the said Capitol building out of the granite contained in the quarry herein leased; and when so assigned, sub-let or transferred, the said Board of Capitol Managers shall have all the rights and privileges of the lessees herein.

In witness whereof, The parties hereto have hereunto set their hand and seal in duplicate, the day and year first above written.

F. G. ZUGELDER. [SEAL]

L. F. ZUGELDER. [SEAL]

J. M. WALTER. [SEAL]

W. J. WALTER. [SEAL]

G. J. ZUGELDER. [SEAL]

M. J. ZUGELDER. [SEAL]

LEONARD ZUGELDER. [SEAL]

J. B. GLEICHAUF. [SEAL]

WILLIAM F. GEDDIS. [SEAL]

DAVID D. SEERIE. [SEAL] /

No. 56,566.

STATE OF COLORADO, }
COUNTY OF GUNNISON. } ss.

Filed for record at 1 o'clock, P. M., September 4, 1890.

SAMUEL P. SPENCER, *Recorder*.

STATE OF COLORADO, }
COUNTY OF GUNNISON. } ss.

I, Samuel P. Spencer, County Clerk and Recorder in and for the County of Gunnison, State aforesaid, do hereby certify that the within and foregoing is a full, true and correct copy of lease from F. G. Zugelder *et al.* to Geddis and Seerie, as the same appears in the records of Gunnison county, in book 192, page 275.

GUNNISON CO.
SEAL.
COLORADO.

Witness my hand and official seal, at Gunnison, this 10th day of
November, 1890.

SAMUEL P. SPENCER,
County Clerk and Recorder.

By JOSEPH H. BLOCK, *Deputy*.

APPENDIX "F."

ACTS
OF THE
SEVENTH GENERAL ASSEMBLY
OF THE STATE OF COLORADO,

RELATING TO THE CONSTRUCTION OF A CAPITOL BUILDING.

AN ACT

TO PROVIDE FOR THE CREATION OF AN ADDITIONAL BONDED INDEBTEDNESS BY THE STATE, TO THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS, TO AID IN THE CONSTRUCTION OF THE STATE CAPITOL BUILDING.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. There shall be submitted to the vote of the qualified electors of the State of Colorado, at the general election occurring in November, 1889, for their ratification, a proposition to create a bonded indebtedness of the State, to the amount of two hundred and fifty thousand dollars, the same to be additional to the indebtedness of three hundred thousand dollars heretofore authorized by the qualified electors, under an act approved February 11, 1883; the bonds representing such indebtedness to be due and payable in fifteen years from the date of issue, and to bear interest at a rate not exceeding six per cent. per annum, and not to be sold for less than their par value, the proceeds thereof to be used in the construction of the State Capitol building.

SEC. 2. The Secretary of State shall, at least thirty days prior to said general election, make out and cause to be delivered to the county clerk of each county in the State a notice, in writing, stating that at such general election the question of voting said bonded indebtedness will be submitted to a vote of the qualified electors of the State; and the county clerk of each county shall thereupon give notice in writing of such election, and by causing the same to be published in a newspaper having general circulation in the county, and sending a copy of such notice by mail to the judges of election in each precinct, to be posted at the place of voting at least fifteen days before the date of said election.

SEC. 3. All persons voting on the question shall vote by separate ballot, which shall be deposited in a box to be used for that purpose only, on which ballot shall be printed the words, "For the creation of an additional bonded indebtedness of two hundred and fifty thousand dollars to aid in the erection of a State Capitol building;" or, "Against the creation of an additional bonded indebtedness of two hundred and fifty thousand dollars to aid in the erection of a State Capitol building." The vote so cast on the question of the creation of said bonded indebtedness shall be canvassed and the result determined in the same manner as provided by the laws of this State for the canvass and return of representatives in Congress.

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SEC. 4. The board of commissioners of the State debt, as created by an act of the General Assembly, entitled "An act to provide for the creation of a bonded indebtedness on behalf of the State, to the amount of three hundred thousand dollars, to aid in the construction of a State Capitol building in the City of Denver, and for the submission of the question to a vote of the qualified electors of the State," approved February 11, 1883, shall have a like power and authority in respect to said additional bonded indebtedness as by said act was conferred upon said board in respect to the bonded indebtedness of three hundred thousand dollars, as created by said act and the ratification thereof by the qualified electors of the State of Colorado. If a majority of the votes lawfully cast shall be in favor of the creation of such indebtedness, then said board of commissioners shall proceed to carry out the provisions of this act by the issue of coupon bonds of the State of Colorado, as hereinafter set forth; the bonds issued shall be comprised in one series of two hundred and fifty bonds, numbered from number one to number two hundred and fifty, both numbers inclusive, to be of the denomination of one thousand dollars each, with interest at a rate to be determined by said board, but not to exceed six per cent. per annum, to be evidenced by coupons attached to said bonds, and to be paid semi-annually at the office of the State Treasurer, at the city of Denver, or at such bank or banking house in the City of New York as said board may designate. The principal of said bonds shall be due and payable in fifteen years from date of issue at the office of the State Treasurer. All the bonds issued under this act shall be registered in the office of the State Auditor, and his certificate of such registry and the seal of his office shall be affixed to each bond, which certificate and seal shall be evidence of their legal issue.

SEC. 5. The bonds issued under this act shall be known as "Capitol-Building Bonds, Second Series," and shall be signed by the Governor of the State, countersigned by the State Treasurer and attested by the Secretary of State, who shall affix the great seal of the State to each bond. They shall be numbered and registered in a book kept for that purpose by the State Treasurer, in the order in which they are issued. Each bond shall state upon its face the amount for which it is issued, to whom issued, for what purpose issued, the date of its issue and the title of this act, the text of which shall be printed on the reverse side of each bond.

SEC. 6. Whenever the bonds are issued, as provided in this act, it shall be the duty of the State board of equalization to levy and assess a special tax on all the taxable property in the State, sufficient in amount to discharge the interest accruing thereon and payable half yearly; which tax, when collected, shall [be] paid into the State treasury to the credit of the interest fund. And for the ultimate redemption of said bonds, there shall be levied annually for five years, after nine years from the date of their issue, such tax upon all the taxable property in the State as shall create a yearly fund equal to twenty per cent. of the whole amount of the bonds issued; which fund shall be called "The Capitol-Building Bond Sinking Fund," and all taxes for interest on and for the redemption of such bonds shall be levied and collected as other State taxes, and shall be paid into the State treasury in cash only. The proceeds thereof shall be kept by the State Treasurer as special and distinct funds under their respective heads, to be used in paying of interest on and for the redemption of such bonds only, or for their purchase as hereinafter provided, and for no other purpose whatever: *Provided*, That whenever any surplus remains to the credit of the interest fund after the full payment of the interest maturing in any year, the said board of commissioners shall cause such surplus to be transferred to the credit of the "Capitol-Building Bond Sinking Fund." All moneys belonging to the said sinking fund may be invested by said board of commissioners in such of the Capitol-building bonds issued by virtue of the act of the General Assembly, approved February 11, 1883, providing for the creation of a bonded indebtedness in behalf of the State, to the amount of three hundred thousand dollars, to aid in the construction of a Capitol building in the City of Denver, and of those issued under and by virtue of the provisions of this act, and also in any other bonds lawfully issued by this State as may be obtainable, or

in the registered bonds of the United States, as in the judgment of said board may best serve the interest of the State. The said board of commissioners of the State debt shall, whenever called upon, report to the General Assembly the condition of said sinking fund and the amount of the same, and how invested.

SEC. 7. For the payment of the coupons representing the first year's interest accruing on the bonds to be issued under this act, the State Treasurer is hereby authorized and directed to apply any moneys at that time in his hands belonging to the Capitol-building fund, such moneys so used to be restored by him to the said fund, by transfer from the interest fund as soon as a sufficient amount is received into the said interest fund from the collection of interest tax, as hereinbefore provided.

SEC. 8. When any of the bonds issued under this act are purchased or redeemed, it shall be the duty of said board of commissioners to cancel the same, so that they can be plainly identified, and cause the record of such cancellation to be made on the bond registry books of the State Treasurer and State Auditor.

SEC. 9. The said board of commissioners shall be authorized to prescribe the form of the bonds to be issued under this act, and of the coupons thereto; and when said issue is made as hereinbefore provided, the board shall be authorized to dispose of the same for cash, and deposit the proceeds thereof with the State Treasurer to the credit of the Capitol-building fund, to be used in aid of the erection of a Capitol building for the State of Colorado, in such manner as may be provided by the acts of the General Assembly.

SEC. 10. This act shall not be revised, amended or repealed until the total amount of the indebtedness herein provided for is fully paid and discharged.

Approved April 8, 1889.

AN ACT

TO PROVIDE FOR THE ERECTION AND COMPLETION OF A STATE CAPITOL BUILDING AT THE CITY OF DENVER, AND CREATING A BOARD OF MANAGEMENT AND SUPERVISION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. That for the purpose of completing a State Capitol building for the State of Colorado, at the City of Denver, in said State, there is hereby established a Board of Capitol Managers, to direct and supervise the construction of the same. The said board shall consist of five members. The Governor of the State shall be a member and the chairman of said board, and the Governor shall have power, by and with the advice and consent of the Senate, on or before April 1, 1889, to appoint four (4) members of said board, whose term of office shall be until the entire completion and furnishing of said Capitol building and the full acceptance of the same by the State of Colorado. Said board shall discharge the duties created and imposed upon it by this act. Each member of said board shall receive a salary of twenty-five hundred (2,500) dollars per annum, and actual traveling expenses, not exceeding one hundred dollars in any one year for each member, to be paid monthly out of the Capitol-building fund; the Governor shall not be entitled to any compensation except traveling expenses. The Governor shall have power to fill all vacancies that shall arise in said board until the next session of the General Assembly thereafter, when any appointments to fill vacancies shall be made by the Governor, by and with the advice and consent of the Senate. A majority of said board shall constitute a quorum and be empowered to act in all matters pertaining to the duties of said board. Each of said managers shall give a bond, to be approved by the Governor, in a sum of ten thousand dollars, conditioned for the faithful performance of such duties as may

be imposed upon him by law. The Governor shall not give bond by reason of being a member of such board. Said bond shall be deposited with the Secretary of State. The members of said board and their successors shall constitute a body corporate, under the name and style of "The Board of Capitol Managers," with the right of suing and being sued, and of making and using a common seal, and of altering the same at pleasure. They shall have full powers of entering upon all lands leased, donated or purchased for the purpose of erecting and completing a State Capitol building.

SEC. 2. It shall be unlawful for any of the said managers to be connected, either directly or indirectly, in any manner whatsoever, with any contract, or part thereof, for the erection of said Capitol building, or for any work connected therewith, or for the furnishing of any supplies or material therefor, so as to receive any benefit therefrom or the promise of any benefit therefrom, either by way of commission, rebate, bonus, division of profits or otherwise; and any one of said managers who shall violate this provision of this act shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine not to exceed one thousand dollars, and shall forfeit his right to and be removed from his place in said board. It shall be unlawful for said Board of Capitol Managers to employ any person in the supervision or superintendence of the building of said Capitol, or of any work connected therewith, who may or shall become in any manner connected directly or indirectly with any contract for the erection of said Capitol building, or for the furnishing of any supplies or material therefor; and the said board of managers are hereby charged with the rigid enforcement of this provision of this act.

SEC. 3. The board shall have authority to appoint a Secretary, and remove him at pleasure; they shall allow him such compensation as they shall deem reasonable and just for the services rendered, not exceeding two thousand dollars per annum. The Secretary, before entering upon his duties, shall take and subscribe an oath, before a judge of a court of record, to faithfully perform the duties of his office, and shall also execute a bond, with sufficient sureties, in the sum of ten thousand dollars, conditioned for the faithful performance of the duties of the same. He shall keep a record of the proceedings of the board; shall make a record of all contracts and obligations; shall furnish each contractor with a copy of his contract, marked "approved," by order of the board (day and date), and no contract shall be valid until thus endorsed; he shall certify to all vouchers ordered by the board; shall keep a set of books, so as to show the financial condition of the board; shall make yearly statements of the cost of building, and a complete list of vouchers, and for what purpose and to whom paid, which reports the board shall transmit to the General Assembly at its regular session. All contracts for any purpose connected with the building shall be regularly passed upon by the board in session, and shall be recorded by the Secretary in a book kept for that purpose, and a copy shall be made out and certified to by the Secretary and delivered to the other party to the contract; and until such delivery, no contract shall be valid or binding on either party; and the Secretary shall retain in proper files, all vouchers, statements of accounts, and other papers of value or importance to the board, the contractors, or the State. The Secretary shall perform such other duties as may be required of him by the board.

SEC. 4. The board of managers shall have full power to appoint or employ and discharge, at their discretion, an architect and a superintendent and all other employes whose duties shall be prescribed by the board, and such other artisans or laborers that may be required in the prosecution of the work of building and furnishing said Capitol building; and shall allow such compensation for such services as they shall deem just and reasonable; but no such person or persons appointed or employed shall have any interest whatsoever in any contract on or about said Capitol building, directly or indirectly. The board shall also have full power, and it shall be its duty, to require of all superintendents, contractors, material men and persons employed, good and sufficient bonds of undoubted sufficiency and solvency, conditioned for the faithful performance

of all duties delegated and contracts made for the construction of said building and for the complete furnishing thereof.

SEC. 5. All labor, material, transportation or construction required by provisions of this act shall be done and furnished by contract. The board is authorized to contract for the construction and completion of the entire building by a contractor, who may undertake the whole work, or the said board may divide the work into appropriate classes, and make separate contracts as to either of them, as may be for the best interest of the State. All lettings of the work exceeding in amount the sum of five hundred dollars shall be advertised in two daily newspapers of general circulation for not less than ten days. In all contracts the interest of the State shall be protected by proper bonds, to be determined by said board. Each of the sureties shall be *bona fide* residents of Colorado: *Provided*, That no such bonds shall be in a sum less than one-quarter of the contract price. All contracts with the builders, architects, engineers, superintendents or material men shall reserve the right of the board, for good cause shown, to annul the contract, and the board shall make no allowance for damages, only for expenses incurred and for labor performed. Such a per cent., not less than ten, as in the judgment of the board shall deem proper, shall be reserved from payments on monthly estimates on work contracted, until such work shall have been completed, inspected, and accepted. All material contracted for shall be of the best quality, and the directions, plans and specifications of the work shall be executed by skilled and reputable architects, contractors, artists, mechanics, and laborers.

SEC. 6. The Board of Capitol Managers so appointed shall have and hereby is given power and authority, where the kind of material to be used in the construction of the Capitol building is not specifically fixed by law, to make such changes in the use of the material as it may deem for the best interests of the State: *Provided*, That the total cost for the erection, completion and furnishing of said Capitol building, including steam heating apparatus and all other fixtures, shall in no event exceed the sum of two million dollars, it being understood that it is the object of this act to restrict the aggregate and entire cost of the Capitol building and the furnishing of the same to this sum; and the Board of Capitol Managers appointed in compliance with the provisions of this act shall have this object in view, and all contracts awarded and plans accepted shall be awarded and accepted only after the board shall be satisfied that the cost of the building when completed and furnished shall not exceed this amount.

SEC. 7. It shall be the duty of said Board of Capitol Managers, pending the construction of said building, to submit to the next General Assembly a full statement of all contracts made by it in and about said Capitol building, and a full statement of all moneys spent by it since the creation of this board; and it shall, at such regular session of the General Assembly, until the completion and furnishing of said building, furnish to the said General Assembly a detailed report of the acts and doings of said Board of Capitol Managers.

SEC. 8. The said Capitol building shall be built of granite, stone, brick and iron, as far as practicable, and all the materials used in the construction and furnishing of the same shall be those found and procured in the State of Colorado, provided the same can be procured in said State as cheap as material of like quality in other localities. Said Capitol building shall contain all of the chambers, rooms, corridors, halls, safes, vaults and other apartments as provided in the plans already adopted for the construction of a Capitol building, and may contain such other rooms, corridors, vaults and chambers as said Board of Capitol Commissioners may deem necessary and for the best interest of the State, which can be provided for without materially altering the plans already adopted for the construction of a Capitol building. Said building shall also have the most improved methods of heating, draining, and ventilation. The hall of the House of Representatives and the Senate chamber of said building shall each be furnished with Safford's yea and nay machine.

SEC. 9. Said Board of Capitol Managers shall divide the cost of labor and expenditure for the erection, completion and furnishing of said Capitol building, so that there

shall not be expended in any one year an amount in excess of the appropriation for that year; and the entire construction and furnishing of said Capitol building shall be completed by the first day of January, A. D. 1893.

SEC. 10. That all disbursements of the fund known as the "Capitol-building fund," for the construction of the Capitol building, shall be made by said board of managers in regular sessions for all labor performed, work done or material furnished, by a close examination of the bills presented for services rendered, and if found correct, they shall audit the same and issue a voucher certifying that the services have been rendered and the owner thereof entitled to a warrant on the treasury for the amount therein named. Upon the presentation of said voucher to the Auditor of State, he shall draw his warrant on the State treasury for the amount stated, and to the order of the person named in said voucher: *Provided, always*, That no voucher shall be issued to exceed the amount appropriated for each year. All vouchers issued shall be recorded in a book kept for that purpose.

SEC. 11. The word "person," wherever used in this act, shall be treated as meaning corporation, partnership or association, as well as natural person, and both the word "person" and the word "contractor" shall be held to mean the plural as well as the singular number.

SEC. 12. All acts and parts of acts inconsistent with the provisions of this act, and an act entitled "An Act to provide for the erection of a State Capitol building at the City of Denver and creating a board of management and supervision, and appropriating funds therefor," approved April 1, 1885, are hereby repealed: *Provided, always*, The repeal of said act or acts shall in no manner affect any cause of action or liability, either in favor of or against the Board of Capitol Managers to be appointed, or in favor of or against any individual, company or corporation, which may have accrued, or may hereafter accrue, by reason of any contract, bond or other agreement made under said acts hereby repealed, but all said causes of action may be prosecuted by or against the Board of Capitol Managers appointed under this act as the successors in office of said former Board of Capitol Managers, in the same manner and with the same effect as if said acts had not been repealed.

SEC. 13. Inasmuch as the progress in the construction of said Capitol building has necessarily and unavoidably been much delayed, in the opinion of the General Assembly an emergency exists, and this act shall be in force from and after its passage.

Approved April 1, 1889.

AN ACT

RELATING TO THE CONSTRUCTION OF THE STATE CAPITOL BUILDING, AND APPROPRIATING FUNDS THEREFOR.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. That for the purpose of changing the material to be used in the construction of the State Capitol building from sandstone to granite, of equal quality, texture and crushing strength of the present base course of the said Capitol building, to properly cut and finish the granite in a suitable manner, in order that the exterior of said Capitol building may correspond with the architectural design thereof, and to change the material to be used in the woodwork of said Capitol building from soft wood to hard wood, and to more thoroughly and completely finish said Capitol building, the maximum limit of cost of said building is hereby increased to two million dollars: *Provided*, The Board of Capitol Managers are unable to complete and finish said Capitol building, as herein provided, for less cost; and the time within which said building is to be completed is extended to January 1, A. D. 1893.

SEC. 2. The Board of Capitol Managers are authorized to make such changes in existing contracts as may be required by the proposed change of material, and to make such other and additional contracts as may be necessary to complete said building: *Provided*, That the total cost of said building when fully complete shall not exceed the sum of two million dollars.

SEC. 3. That the sum of five hundred thousand dollars for the year 1889 and the further sum of four hundred thousand dollars for the year 1890 are hereby appropriated out of any funds created by levy or otherwise, for the construction of the State Capitol building, and from such other funds as may become part of what is known and styled the Capitol-building fund; said appropriations to be in addition to the unexpended appropriations heretofore made.

SEC. 4. In the opinion of the General Assembly an emergency exists; therefore this act shall take effect and be in force from and after its passage.

Approved April 6, 1889.

AN ACT

TO TRANSFER AND APPROPRIATE THE FUNDS NOW TO THE CREDIT OF THE PUBLIC BUILDING INCOME FUND AND THE PUBLIC BUILDING LAND PERMANENT FUND TO THE CREDIT OF THE CAPITOL BUILDING FUND.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. The entire sum now standing to the credit of those certain funds known as and designated the public building income fund and the public building land permanent fund, together with such further sums of money as may, during the years 1889 and 1890, be paid in to the credit of said several funds, are hereby transferred and appropriated to the Capitol-building fund for the purpose of aiding in the construction of the State Capitol building.

SEC. 2. In the opinion of the General Assembly an emergency exists; and, therefore, this act shall take effect and be in force from and after its passage.

Approved April 8, 1889.

AN ACT

TO PROVIDE FOR THE ASSESSMENT AND COLLECTION OF A TAX FOR THE YEARS 1889 AND 1890, FOR THE PURPOSE OF AIDING THE CONSTRUCTION OF THE STATE CAPITOL BUILDING.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. There shall be levied and assessed upon all taxable property within this State, both real and personal, in the years 1889 and 1890, for the purpose of aiding the construction of the State Capitol building, a tax of one-half of one mill on each and every dollar; said tax to be assessed and collected in the same manner and at the same time as is now or may hereafter be provided by law for the assessment and collection of State revenues; and when collected, to be paid to the credit of the Capitol-building fund.

SEC. 2. In the opinion of the General Assembly an emergency exists; and, therefore, this act shall take effect and be in force from and after its passage.

Approved April 8, 1889.

AN ACT

AUTHORIZING THE BOARD OF CAPITOL MANAGERS TO LAY OUT, ORNAMENT AND BEAUTIFY THE GROUNDS OF THE CAPITOL BUILDING OF THE STATE OF COLORADO, AND FOR AN APPROPRIATION THEREFOR.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. The Board of Capitol Managers are hereby authorized and directed to lay out, ornament and beautify the grounds of the Capitol building of the State of Colorado in such a manner as to present an attractive appearance, and be suitable to and in conformity with the plans of said building.

SEC. 2. The said Board of Capitol Managers are hereby authorized to employ, and engage the services of such workmen and assistants as may be necessary to carry out the provisions and directions herein.

SEC. 3. The sum of twenty thousand (20,000) dollars, or so much thereof as may be necessary, is hereby appropriated out of the Capitol-building fund for the purpose of defraying the expenses of the requirements of this act.

SEC. 4. All acts, or parts of acts, in conflict with this act are hereby repealed.

Approved April 8, 1889.

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